

## APPENDIX A

### GENERAL PLAN CONFORMANCE for SPA 83-04

## OPEN SPACE ELEMENT

The general goals of the Open Space Element are stated as follows:

1. Promote the health and safety of San Diego County residents and visitors by regulating development of lands.
2. Conserve scarce natural resources and lands needed for vital natural processes and the managed production of resources.
3. Conserve open spaces needed for recreation, educational and scientific activities.
4. Encourage and preserve those open space uses that distinguish and separate communities.

The Open Space Element is organized according to various types of open space. The sections which apply to Warner Springs Ranch are A) Floodplains and B) Open Space Design of Private Lands.

### Floodplains: Objectives

#### Health and Safety

Goal 2 - reduce the need for the construction of major flood improvements.

Design of the Specific Plan has located structures away from washes, canals and swails in an effort to allow floodplains and waterways to remain in their natural state wherever possible.

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Goal 4 - encourage the conservation of the habitats of rare or unique plants and wildlife.

Goal 5 - encourage the conservation of vegetation and trees needed to prevent erosion, siltation, flood and drought, and to protect water quality.

#### Design of Private Lands: Objectives

##### Health and Safety

Goal 1 - control development on steep slopes to minimize slide danger, erosion, silting, and fire hazard.

Goal 11 - encourage recreational planning as a part of all major residential development.

Goal 12 - encourage the acquisition of historic sites and their immediate environs by public agencies or private organizations interested in our historical and cultural heritage.

Resort development and future planning areas have been clustered and located to avoid major wildlife habitat areas. A total of 2082 acres has been assigned as natural or cultural open space.

All existing trees at Warner Springs Ranch will be preserved. New trees and vegetation will be planted as part of development of the project.

The majority of Warner Springs Ranch is relatively flat. Most development has been directed away from slopes. Future development in steeper areas is confined to the large, rural lots which will average four acres in size.

Warner Springs Ranch is planned as a destination resort. As such, numerous recreational facilities will be developed as part of the project providing opportunities for swimming, hiking and horseback riding, tennis and golf.

Warner Springs Ranch is a site of great historical significance. After experiencing some years of neglect and deterioration, this plan will allow for renovation of the existing structures and upgrading of facilities. A cultural museum is planned as part of the project to document historical and cultural information gathered onsite.

Goal 14 - encourage sound environmental planning practices in all developments.

Development of a constraint analysis for the property prior to creation of the land plan assured that proposed new construction and future planning sites are located in the most appropriate areas. The analysis examined the natural and cultural resources and evaluated engineering and legal constraints prior to land planning, resulting in a design which recognizes the historical, cultural and biological significance of the site and leaves 2082 acres of open space.

## LAND USE ELEMENT

The San Diego County Land Use Element implements the Goals and Objectives of the Regional Growth Management Plan (RCM). The RCM was approved in concept by the Board of Supervisors on August 6, 1978. Its major emphasis is stated in four overall goals. In addition to these major goals, the Land Use Element includes land use, environmental, capital facilities, government structure, housing and social, and economic and fiscal goals.

### Overall Goals

1.1 - Urban growth be directed to areas within or adjacent to existing urban areas, and the rural setting and lifestyle of the remaining areas of the county be retained.

1.2 - growth be phased with facilities.

1.3 - growth be managed in order to provide for affordable housing and balanced communities throughout the unincorporated area.

1.4 - urban portions of the unincorporated area be encouraged to either annex to an adjacent city or incorporate and that urban levels of service be provided in an efficient manner and be financed using equitable financing mechanisms.

### Land Use Goals

2.3 - retain the rural character of non-urban lands.

Warner Springs Ranch is not intended to be an urban development. Any upgrading of public facilities necessary for implementation of the Plan will be phased with construction of the project. The Specific Plan provides for a private destination resort with attendant recreational facilities, and large, rural lots only.

The proposed project is planned to retain the character of the existing resort at Warner Springs Ranch.

## Environmental Goals

- 3.1 - protect lands needed for preservation of natural and cultural resources; managed production of resources; and recreation, educational, and scientific activities.

This Specific Plan proposes expansion of existing resort and recreational uses at Warner Springs Ranch. It includes a broad array of recreational facilities and sets aside 240 acres as a cultural preserve to protect significant archeological resources. In addition, the Future Planning areas generally described by this report include 1842 acres of open space.

## Capital Facilities Goals

- 4.1 - assure efficient economical, and timely provision of facilities and services for water, sewer, fire protection, schools and roads to accommodate anticipated development.
- 4.2 - assure that facilities and services provided by all agencies are coordinated in their timing, location and level of service.
- 4.3 - provide a facilities program which is capable of future adjustments or revisions to meet changing needs and conditions.

Because proposed new development under this Specific Plan will involve only limited expansion of existing resort facilities, public facilities and services will not be greatly affected. Prior to occupancy of the proposed new cottages, upgrading of the water distribution system to meet State Health Department requirements and Recertification of the sewage treatment plant to meet Regional Water Quality Control Board standards will occur.

### Government Structure Goals

5.3 - assure that urban levels of service are financed using equitable financing mechanisms when municipal status is not achieved.

Water, sewer and road improvements will be privately financed. All other improvements will be financed by the developer and maintained through a resort association.

### Housing and Social Goals

6.2 - prevent or reverse deterioration in areas exhibiting symptoms of physical decline by directing public and private investment to upgrade such areas.

Warner Springs Ranch has been experiencing a number of years of rapid decay. This project will, through private investment, revitalize the historic resort facilities.

### Economic and Fiscal Goals

7.3 - promote access to employment opportunities which minimize unemployment and return the maximum income to the residents of the region.

The reopening and expansion of the Warner Springs Ranch resort will provide many new employment opportunities for residents in the surrounding area and adjacent communities. The project will also generate new revenues to the County through property taxes, sales taxes, and the transient occupancy tax.

## CIRCULATION & RECREATION ELEMENTS

The Circulation Element of the General Plan depicts corridors for public mobility and access which are planned to meet the needs of existing and anticipated population.

### Road Network Text

"Preserve a corridor uninhabited by any permanent structure for future road right-of-way for each and every road shown on the Circulation Element."

The Warner Springs Ranch Specific Plan and accompanying parcel map will provide appropriate road corridors as planned for in the County's Circulation element.



## SEISMIC SAFETY ELEMENT

The Seismic Safety Element is written almost entirely in terms of "action programs" for local Government rather than policies for private developments. However, Objective 1 could apply to a private project and is therefore listed below.

### Seismic Safety Element Goals and Objectives

#### Objective 1

"If a project is proposed in an area classified as seismically and geologically hazardous, the proposal should establish that:

- a. The unfavorable conditions do not exist in the specific area in question; and/or
- b. That the development is consistent with the policies of the County of San Diego as set forth in this Element."

Several faults have been mapped crossing the property including the Agua Tibia North fault which lies in the western portion of the site. However, on-site reconnaissance of the property did not reveal evidence of active faulting such as deformation of sedimentary materials in areas of previously mapped faults. The Elsinore fault zone, located 4.5 miles to the southwest, is the nearest active fault. This fault runs northwest to southeast and is part of a series of active or potentially active faults which occupy the entire northeast section of the County. Warner Springs Basin has experienced numerous small (magnitude 2.0-4.0) earthquakes between 1932 and 1972.

Generally, conformance with the objectives of the Element is achieved through the placement of development in the central portion of the property leaving the above described fault areas in open space. Potential structural damage as a result of an earthquake can be mitigated through seismic resistant design of structures in accordance with the state of the art design criteria and the Uniform Building Code.

## SCENIC HIGHWAY ELEMENT

This Element establishes a Scenic Highway Program, the purpose of which is to protect and enhance the County's scenic, historic and recreational resources within a network of scenic highway corridors.

### Objective 2

Protect and enhance scenic resources within designated scenic highway corridors.

Highway 79, which traverses the project site, is designated as a third priority scenic highway. Renovation of the existing historic resort will improve the aesthetic appearance of the resort as seen from this highway.

## NOISE ELEMENT

The purpose of the Noise Element is to identify development standards which will insure "acceptable" noise levels within existing and proposed residential, commercial and industrial areas and identify the appropriate mechanism to maintain those levels.

### Policy 4A

Insure acceptable noise levels at receptor sites by incorporating appropriate regulations and standards in the County's development policies and ordinances.

The Warner Springs Specific Plan insures compliance with Noise Element with the overall conceptual design of the development areas. The resort and commercial areas are anticipated to be subject to maximum noise levels of 60 to 65 dBA Community Noise Equivalent Levels adjacent to Highway 79 at total project build-out. These levels are "acceptable" under the Noise Element. The cottage, main lodge and recreation areas will be subject to minimal noise levels.

### Policy 4B

Require proposals for all permanent and transient occupancy residential developments for which Environmental Impact Reports are necessary to demonstrate to the County that present and forecasted noise levels can be rated "acceptable" at each building site based on development standards.

Warner Springs Specific Plan has been scrutinized under the environmental impact analysis process and demonstrated that all proposed building sites and consistent with the "acceptable" noise level development standards.

## HOUSING ELEMENT

In January 1979, the Board of Supervisors adopted four main goals to guide the revision of the County Housing Element. Two of these goals (Nos. 1 and 4) are addressed below with reference to Warner Springs Ranch.

1. Assist the private sector to ensure that new residential construction will be adequate to meet the needs of the forecast population of the unincorporated area and the need for replacement of deteriorated units if adequate public services and facilities are available. Housing should be available in a variety of styles, tenancy types, and prices in every community in the County in order to ensure this.

4. Existing housing stock should be maintained in good repair and existing residential communities from deterioration. All neighborhoods should have adequate and coordinated public and private services and facilities, clean air, quiet and pleasant surroundings, reasonable assurance of safety and security, and a sense of community life.

The Housing Element is designed to address general housing needs of the metropolitan area with particular emphasis on providing adequate housing for low and moderate income family units. The Warner Springs Specific Plan is directed to the renovation and reestablishment of an historical resort isolated from the economic and geographic sphere of the metropolitan San Diego area. The focus of the project is the development of a recreational, destination resort and, as such, will not provide a diverse array of housing types directed toward a balanced community. Therefore, the policies of this element are not directly applicable to Warner Springs Ranch.

## CONSERVATION ELEMENT

The purpose of the Conservation Element is to identify and describe the County's natural resources and provide policies and action programs to conserve these resources. Seven resource areas are addressed by this element: General Conservation; Water, Vegetation and Wildlife; Minerals; Soil; Astronomical Dark Sky; and Cultural Sites. The General Conservation section discusses the County's "Resource Conservation Area" program. Because there is no RCA associated with Warner Springs Ranch, this General Conservation section will not be discussed.

### Water

Policy 3 - The County shall support programs which assure an adequate supply and quality of water to meet the present and future population needs and to insure this water is provided in concert with environmental and growth management policies.

Geohydrologic studies included in the Environmental Impact Report for Warner Springs Ranch indicate that there is sufficient groundwater available to serve the projected project without adverse impacts.

Policy 4 - Reduce local reliance on imported water.

Warner Springs Ranch relies on groundwater and will not be connected to the imported water system used in the metropolitan area of San Diego. Wastewater is recycled for use in landscaping and golf course irrigation.

Policy 8 - Wastewater discharges shall not adversely affect the beneficial uses of receiving waters. Wastewater discharged to estuaries, wetlands, or the ocean should be treated or so dispersed that beneficial uses of the receiving water are maintained or improved.

The Wastewater treatment and reclamation facility at Warner Springs Ranch will be recertified to meet standards imposed by the Regional Water Quality Control Board. The plant will also meet requirements for State and County health permits.

Policy 16 - Nonstructural flood protection methods will be used whenever practical for the conservation of floodplains.

Design of the Specific Plan has located structures away from washes, canals and swails in an effort to allow floodplains and waterways to remain in their natural state wherever possible. The project will be designed to direct run-off toward existing water channels.

Policy 18 - The County will prevent filling or construction in the floodway. Uses such as sand extraction, recreational activities, and agricultural pursuits may be exceptions to this policy.

The Warner Springs Ranch Specific Plan has been designed to avoid construction in floodways.

Policy 19 - Setbacks from minor streams shall be required for all new structures. Setback requirements to prevent structures from flooding could be substituted for front or rear yard setbacks.

All setbacks required by the County of San Diego will be observed.

#### Vegetation and Wildlife Habitats

Policy 3 - The County will use the Environmental Impact Report (EIR) process to identify, conserve and enhance unique vegetation and wildlife resources.

Five native habitat types exist at Warner Springs Ranch: grassland, riparian and southern oak woodland, pond and fresh water marsh, inland sage scrub, and chaparral. Several of these habitats are considered sensitive. Expansion of resort facilities is planned in areas already disturbed. In addition, designation of Future Planning Areas will assure that development beyond that specified by this Plan will be located in the

least sensitive land areas leaving 2082 acres proposed as natural or cultural open space. This will significantly reduce any impact on wildlife and native habitat.

Policy 5 - San Diego County shall encourage the use of native plant species in review of landscaping and erosion control plans for public and private projects.

Introduction of new landscaping, trees and vegetation, will attempt to use species native or currently growing on-site. Landscaping will reduce erosion and flood potential, stabilize slopes and reduce visual impact.

Policy 16 - The County will regulate major land clearing projects to minimize significant soil erosion, destruction of archeological, historic and scientific resources and endangered species of plants and animals.

As a result of a constraint analysis prepared for the Warner Springs property, prior to land planning, all proposed development has been directed away from archeological, historic and biological resources. Topographical features were considered in site planning to locate new development in areas requiring minimal grading. No major land clearings will be needed for implementation of this Specific Plan.

### Soil

Policy 13 - Soils and geology reports, as required by State or County regulations, when made available to the public, shall have a layman's summary. It shall include:

- Hazardous or potentially hazardous conditions;
- Recommendation to mitigate, or partially mitigate, hazardous conditions; and
- Suggested maintenance and land management procedures subsequent owners should follow.

Soils reports already prepared for Warner Springs Ranch and all future soils reports on the property will meet the requirements of State and County regulations and include information as required by Policy 13 of the San Diego County Conservation Element.

### Astronomical Dark Sky

Policy 1 - The County of San Diego will act to minimize the impact of development on the useful life of the observatories.

Measures to reduce lighting impact of Warner Springs Ranch resort on the astronomical dark sky include lighting restrictions on street lighting and restrictions on night lighting of tennis courts.

### Cultural Sites

Policy 1 - The County shall take those actions which will seek to conserve and protect significant cultural resources. These actions may include land purchases, land use controls such as zoning, purchase at less than fee, ordinances prohibiting unqualified archeologists or vandals from excavating or defacing such resources, dedication of open space around cultural resources, and the formation of cultural areas to protect those fragile resources.

A cultural preserve of 240 acres is proposed as part of the Specific Plan. This property will be retained as undisturbed land and overlaid by an Historic District Preservation Area in order to preserve significant archeological resources in this area.

Policy 4 - The County will use the Environmental Impact Report process to conserve cultural resources. Public awareness of cultural heritage will be stressed. All information and artifactual resources recovered in this process will be stored in an appropriate institution and made available for public exhibit and scientific review.

A cultural museum will be constructed on the resort site, making cultural and historical information accessible to all interested parties. Archeological information from sites impacted by construction will be salvaged and proposed to be provided to the museum.



## APPENDIX B

### SAN DIEGO REGIONAL WATER POLLUTION CONTROL BOARD WASTEWATER DISCHARGE PERMIT

STATE OF CALIFORNIA  
THE RESOURCES AGENCY OF CALIFORNIA

SAN DIEGO REGIONAL WATER POLLUTION CONTROL BOARD

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RESOLUTION 65 - R11

A RESOLUTION PRESCRIBING REQUIREMENTS FOR THE  
DISCHARGE OF WASTES BY THE WARNER SPRINGS GUEST RANCH  
AT WARNER SPRINGS

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WHEREAS, in compliance with the provisions of Section 13054 of the Water Code of the State of California, Mr. William G. Henshaw, President, did, on May 17, 1965, submit in behalf of the Warner Resort Company a Report on Waste Discharge wherein is proposed:

- (a) The discharge of 25,000 gallons per day of treated domestic sewage through irrigation of a golf course owned and operated by the Warner Resort Company; and
- (b) The abandonment of septic tank facilities presently providing waste disposal for the resort; and

WHEREAS this Regional Board has caused the following investigation with respect to the aforesaid proposal to be made:

1. Field inspections of the proposed site and adjacent and downstream areas were made by members of the staff of this Board.

2. Comments and recommendations were requested from all known interested agencies and the following were received and reviewed:

- (a) Memorandum from the State Department of Public Health dated July 15, 1965;
- (b) Memorandum from the State Department of Water Resources dated July 23, 1965;
- (c) Letter, together with its accompanying map, from the Vista Irrigation District dated July 27, 1965;
- (d) Letter from the San Diego County Department of Public Health dated August 12, 1965; and

WHEREAS, on August 6, 1965, tentative waste discharge requirements were submitted to the Warner Resort Company and copies thereof were sent to all known interested agencies and persons requesting comments thereon, stating that objections thereto would be considered by the Board if submitted at or before the time of this meeting; and

WHEREAS, based upon the foregoing, the Board finds that:

1. The Warner Resort Company owns and operates a guest ranch at Warner Springs, in the northeasterly portion of San Diego County.
2. The ranch features a mineral-bath spa, golfing, horseback riding, and related resort type activities.
3. Sewage produced in the resort is presently disposed of by septic tanks and percolation.
4. The resort company plans to replace the existing waste disposal facilities with a sewage treatment plant which will have a capacity of 25,000 gallons per day.
5. Total population served is reported to be 300 guests and employees.
6. It is reported that the treatment facilities will serve the resort only, and no connections from other ownerships are contemplated.
7. Treated sewage effluent will be discharged to a lake on the resort's golf course. There, the effluent will be mixed with well water and mineral pool overflow. The combined waters will be used for irrigation of the golf course, which covers in excess of 150 acres.
8. Total irrigation requirement of the golf course is estimated at 500,000 gallons per day. Well waters will be obtained from a well constructed on the golf course specifically for the purpose of golf course irrigation. Mineral pool overflow will provide about 300,000 gallons per day of irrigation water.
9. Warner Springs Guest Ranch is in the San Luis Rey River Basin, about seven miles upstream from Lake Henshaw.
10. Lands in the general vicinity of the guest ranch are primarily ranch lands, national forest and Indian reservation lands.
11. The Department of Water Resources reports that water from wells in the vicinity of the disposal area is of excellent mineral quality; further, that the quality of water from the hot springs at Warner Springs has total dissolved solids concentrations and concentrations of constituents other than fluorides well within the recommended limits of the Public Health Service Drinking Water Standards.
12. Well water pumped from the San Luis Rey River basin downstream is used for domestic, municipal and irrigation supply. Waters impounded in Lake Henshaw are used for domestic, municipal and irrigation supply.
13. Warner Guest Ranch obtains its potable water supply from sources two and one-half miles eastward (upstream) of the golf course area.
14. Analysis of a sample of potable water collected at Warner Springs Guest Ranch on July 26, 1965 showed the following results:

TDS	220	mg/l	Iron	0.2	mg/l
Calcium	32.4	mg/l	Nitrate	0.07	mg/l
Magnesium	10.6	mg/l	Phosphate	0	mg/l
Carbonate	0	mg/l	Boron	0.08	mg/l
Bicarbonate	210	mg/l	Silicate	14	mg/l
Chloride	15	mg/l	Hardness	125	mg/l
Sulphate	11	mg/l	Alkalinity	172	mg/l
Sodium	28	mg/l	pH	7.9	

Resolution 65-K  
15. Analysis of a sample of mineral pool overflow collected at Warner Spring: Guest Ranch on July 26, 1965 gave the following results:

TDS	436	mg/l	Sodium	100	mg/l
Sulfide	9	mg/l	Iron	0.17	mg/l
Calcium	1.0	mg/l	Nitrate	0	mg/l
Magnesium	0	mg/l	Phosphate	0	mg/l
Carbonate	48	mg/l	Boron	0.6	mg/l
Bicarbonate	42	mg/l	Silicate	54	mg/l
Chloride	40	mg/l	pH	9.7	
Sulphate	40	mg/l			

16. Analysis of a composite sample of well water pumped in the basin by the Vista Irrigation District, taken at the District's ten foot flume on October 9, 1964, gave the following result: Ec @ 25° C = 545 umho/cm.

17. The Vista Irrigation District's closest downstream well is approximately five miles from the irrigation area and is adjacent to the channel of Agua Caliente Creek; now

THEREFORE BE IT RESOLVED, that in order to protect the surface and ground waters of the San Luis Rey River for domestic, municipal and agricultural supply, and to prevent nuisances as defined in Section 13005 of the Water Code of the State of California, this Regional Water Pollution Control Board, in accordance with the authority granted by Division 7 of said Code, hereby prescribes the following requirements with regard to the discharge of domestic sewage effluent from the Warner Springs Guest Ranch:

1. The discharge shall take place only upon lands owned or controlled by the discharger.

2. Wastes discharged shall be confined strictly within the limits of the Warner Springs Guest Ranch golf course. There shall be no bypassing or direct discharge of raw or partially treated or treated sewage outside of the irrigated area, except for emergencies brought about by conditions beyond the control of the discharger. Conditions beyond the control of the discharger are defined as contingencies that cannot be planned for, such as those resulting from Acts of God, civil disorder or war.

3. Wastes used for golf course irrigation shall have a 5 day 20° C biochemical oxygen demand not in excess of 30 parts per million.

4. Insofar as it is affected by the waste discharge, the dissolved oxygen concentration in the golf course lake shall not fall below 2.0 parts per million.

5. Wastes used for golf course irrigation shall at all times, at the sprinkler heads or other irrigation outlet, be adequately disinfected. The effluent will be considered adequately disinfected if at some point in the waste treatment process the median most probable number of coliform organisms does not exceed 23 per 100 milliliters. Median values will be determined from results obtained on samples collected on five consecutive sampling days.

6. Odors of sewage origin shall be strictly confined within the limits of the sewage treatment plant site.

7. Mineral constituents of the waste discharge shall not exceed those of the supply water by more than the following amounts:

Total Dissolved Solids	300	parts	per	million
Chlorides	75	"	"	"
Sulfates	75	"	"	"

8. Effluent percolated directly, or through irrigation, into the groundwaters of the San Luis Rey River shall not:

(a) Cause the presence of coliform organisms in waters pumped from the basin;

(b) Cause the occurrence of objectionable tastes and odors in water pumped from the basin;

(c) Cause waters pumped from the basin to foam due to the action of synthetic detergents.

9. Wastes other than domestic sewage shall be excluded from the sewage treatment facilities.

10. The treatment plant site and disposal area shall be adequately protected against flooding by storm waters.

11. The discharger shall submit technical reports concerning the quantity and quality of the discharge in accordance with the following specification and schedule:

#### SPECIFICATION

Measurement, sample collection, transportation, and analyses shall be in accordance with "Standard Methods for the Examination of Water and Wastewater," 11th Edition, or edition current at the time of testing, wherever applicable. Determinations, with the exception of field analyses, shall be made in a laboratory certified for the purpose by the State Department of Public Health. Reports shall be submitted monthly.

#### SCHEDULE

##### A. Coliform Determinations

Samples of effluent used for golf course irrigation shall be collected from the plant effluent line on two days each week during periods of peak flow and analysed for coliform concentration. After the first complete month of operation, results of coliform analyses will be reviewed by the Regional Board for the purpose of determining whether a lesser frequency of sampling will be satisfactory. A complete record of disinfection practices shall be kept available for review.

##### B. Effluent Constituents

Constituents of the effluent listed below shall be determined and reported semi-annually:

Total Dissolved Solids	ppm
Sulphates	"
Chlorides	"
5 Day 20° Biochemical Oxygen Demand	"
Synthetic Detergents	"

Samples shall be 16 hour proportional to flow composites, collected on days of peak flow.

SCHEDULE  
(continued)

C. Flow Volume

Volume of effluent flow shall be measured and recorded over a 24 hour period of peak use annually, and reported in terms of maximum daily flow.

BE IT FURTHER RESOLVED that the discharger be notified that:

1. The above prescribed requirements are established only for a discharge from a sewerage system serving properties which are under a single ownership.
2. The above prescribed requirements shall remain in force regardless of change in ownership of Warner Springs Guest Ranch. The Regional Board shall be informed by letter of any change in ownership.
3. The above prescribed requirements are established for a waste discharge volume not in excess of 25,000 gallons per day.
4. The above prescribed requirements may be revised from time to time as changes or conditions make necessary such revision.
5. Significant change in point of disposal or characteristics or volume of discharge shall be promptly reported to this Regional Board.
6. The discharger shall grant admission to the premises of the waste treatment and disposal facilities to members of the staff of this Regional Board at such times as may be necessary in the conduct of their duties in connection with the waste discharge requirements established herein.
7. Of agencies known to be interested in the proposed facilities, this Regional Board has been informed by either the State Department of Public Health or the San Diego County Department of Public Health, or by both of these agencies, that compliance with the following conditions will be required:
  - (a) Any public water supply, if utilized at the sewage treatment plant, must be protected at the property line against backflow from the premises in accordance with the State's "Regulations Relating to Cross-Connections."
  - (b) Public water supply shall not be cross-connected to the irrigation system.
  - (c) The public shall be effectively excluded from the treatment works by fencing.
  - (d) The breeding of flies, mosquitoes, or other vectors of public health significance shall be controlled insofar as it is supported by the operation of the waste disposal facilities.
  - (e) All outlets on the irrigation system shall be appropriately labeled and shall be controlled by valves which cannot be operated except by authorized personnel.
  - (f) Water used for irrigation on the golf course shall maintain a chlorine residual at some point in the treatment process adequate to completely disinfect the water at the sprinkler heads.

(g) The golf course lake shall be posted to indicate that reclaimed sewage is contained therein.

(h) The banks of the golf course lake shall be maintained free of weeds in order to provide for effective mosquito control.

8. The conditions cited in No. 7 above were submitted to this Board under the provisions of Section 13001, Division 7 of the California Water Code, which states:

"No provision of this division or any ruling of the State Water Quality Control Board or a regional Water Pollution Control Board is a limitation:

(a) On the power of a city or county to adopt and enforce additional regulations not in conflict therewith imposing further conditions, restrictions or limitations with respect to the disposal of sewage or industrial waste or any other activity which might result in the pollution of water.

(b) On the power of any city or county to declare, prohibit and abate nuisances.

(c) On the power of a state agency in the enforcement or administration of any provision of law which it is specifically permitted or required to enforce or administer.

(d) On the right of any person to maintain at any time any appropriate action for relief against any private nuisance as defined in the Civil Code or for relief against any contamination or pollution."

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded by mail to the Warner Resort Company, and to all known interested agencies or persons who may have need therefor or who may request same.

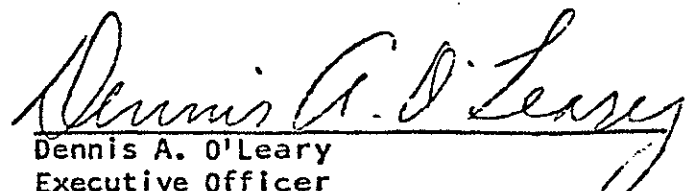
UNANIMOUSLY adopted this 7th day of September, 1965.

/signed/

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J. B. Askew, M. D.  
Chairman

I hereby certify that the above and foregoing is a full, true and correct copy of Resolution 65-R11 of the San Diego Regional Water Pollution Control Board, passed and adopted by said Board on September 7, 1965.

  
Dennis A. O'Leary  
Executive Officer

APPENDIX C

FIRE PROTECTION REQUIREMENTS  
AND SERVICE LETTER





**COUNTY OF SAN DIEGO / DEPARTMENT OF PLANNING AND LAND USE  
BUILDING DIVISION**

August 9, 2005

Patrick Engineering and Surveying  
P. O. Box 442  
Julian, CA 92036

Attn: Patrick Brown

Ref: **Assessor Parcels 137-090-37**  
Los Coyotes Rd, Warner Springs  
Project Facility Availability Form – Fire

Following are the County Fire Marshal's Office comments in response to a request for a Project Facility Availability Form, and are preliminary in nature. Substantial changes in requirements may occur with more detailed review of the formal submittal.

***FIRE JURISDICTION***

The subject property is within the Warner Springs Volunteer Fire Department coverage area, but is not within a public fire protection district.

Wildland fire protection is provided by the California Department of Forestry and Fire Protection. They may respond to a structural fire, when available, but are responsible for wildland fire only. CDF staffs the nearest stations on a seasonal basis, during declared "fire season". At other times, they close or operate with reduced staffing and/or hours. Like other fire agencies, CDF also responds to a variety of non-fire emergencies, when available.

***IMPACT***

This and other projects have a cumulative impact on the availability of fire services. Over time, with continued development in the area, the level of fire service availability may, if not mitigated, decline.

Additional impacts, such as access, fuel (brush) modification, and water supply, are identified below.

***FIRE ACCESS ROADWAYS - Road design***

1. Fire access roadways are required from building pads to a public way. The fire access roadway shall be extended to within 150 feet of

acceptable fire fighter/ hose line access to all ground level exterior portions of proposed buildings.

2. Fire apparatus access roadways in residential areas shall have an unobstructed, improved width of not less than 24 feet (not less than 16 feet if serving not more than two dwellings), all-weather paved, designed and maintained to support the imposed load of fire apparatus (not less than 50,000 lbs). The "Typical Section" shown of Los Coyotes Road appears to meet this.
3. Where parking is prohibited per the above, the road must be posted with standard signs stating NO PARKING - FIRE LANE per CVC 22500.1.
4. Fire access roadways and driveways shall not exceed 20% grade.
5. Percent grade of roadways and driveways must be shown on the plan, along with paving material: an approved all-weather surface capable of supporting the imposed loads of fire apparatus (not less than 50,000 lbs.) All paving and sub-base shall be installed to the standards specified in Section I-M of the County of San Diego Off-street Parking Design Manual
  - a. From 0% -10% slope, all-weather surface.
  - b. From 11% to 14% slope, paving must be at least 2" asphaltic concrete.
  - c. From 15% to 20%, paving must be minimum 3" asphaltic concrete, or (for residential driveways) 3 ½" Portland cement concrete with deep broom finish perpendicular to the direction of travel to enhance traction.
6. A vertical clearance of not less than 13 feet 6 inches shall be maintained. Engineer shall certify to the County Planning Department that all roads and driveways as proposed comply.

#### ***FIRE ACCESS ROADWAYS - Turnarounds***

1. Dead-end fire apparatus roads more than 150 feet in length, including private driveways, shall be provided with approved means for turning the fire apparatus around. Turn-arounds must not be used for parking of vehicles, or otherwise obstructed.
2. For driveways serving not more than two dwellings, hammerhead turnarounds meeting County of San Diego Fire Marshal's Office standards shall be provided near the building pad which meet this distance criteria. Fire access roadways serving more than two dwellings must have a paved, unobstructed cul-de-sac with minimum radius 36 feet, with no parking permitted.

3. Turnarounds must be kept clear of all obstructions to fire department access, and posted NO PARKING FIRE LANE. Road easement design must include emergency vehicle turnarounds/ Emergency vehicle turnarounds must be included within specified road easements.

### **SECONDARY ACCESS**

1. Secondary Access to a public way, remote from the primary access, may be required when the maximum length of dead-end roads, including all dead-end roads accessed from that dead-end road, exceeds the following cumulative length:  
Parcels zoned for 1 acre to 4.99 acres                      1,320 feet
2. Include secondary access issue in the Fire Protection Plan (identified below.) Discuss how (or whether) the south end of Los Coyotes Rd. connects remotely with a public way.

### **FUEL MODIFICATION ZONE- residences**

1. A fuel modification zone of not less than 100-foot is required around all structures, in accordance with the specification of County Fire Code Appendix II-A "Suppression and Control of Hazardous Fire Areas". Additional clearance may be required after review and approval of a fire protection plan (discussed below.)
2. The fuel modification zone must be established and maintained by thinning, clearing away or modifying combustible vegetation within the zone. The fuel modification zone may be re-planted with either approved irrigated, fire-resistant planting material or approved non-irrigated, drought-tolerant, fire-resistant plant material. Re-planting with approved plant material may be required for erosion control.  
EXCEPTIONS:
  - a) Single specimens of trees, ornamental shrubbery or similar plants used as ground covers, provided that they do not form a means of rapidly transmitting fire from the native growth to any structure.
  - b) Grass and other vegetation located more than 50 feet from buildings or structures and less than 18 inches in height above the ground need not be removed where necessary to stabilize the soil and prevent erosion.
3. This does NOT authorize clearing beyond property line.
4. Fuel modification must be completed prior to map final.
5. Fuel clearance meeting at least County Fire Code standards are required to protect off-site structures and roads adjacent to the parcels. The fire protection plan (discussed below) must address those adjacent off-site structures and/or roadways.

### **FUEL MODIFICATION – open space**

1. Open space easements within 100 feet of structures must be maintained free of dead and dying vegetation and other means of rapidly transmitting fire to the structures.
2. Ownership of open space areas must be such that all property owners within the project share in legal and fiscal responsibility for maintaining such open space in compliance with fire codes, both those codes currently in effect, and future code changes. The obligation must be legally binding on property owners and convey with ownership transfer.

#### **FIRE PROTECTION PLAN**

1. A fire protection plan (FFP), approved by the County Fire Marshal, is required. The FPP shall include mitigation measures consistent with the unique problems resulting from the location, topography, geology, flammable vegetation, climate, biological constraints and biological open space of the proposed site. The FPP shall address water supply, access, building ignition and fire resistance, fire protection systems and equipment, defensible space and vegetation management.

#### ***FIRE PROTECTION – sprinklers***

1. New residential buildings and garages shall be sprinklered to NFPA 13-D and County of San Diego (or local fire protection district) standards.

#### ***FIRE FLOW – water supply – tank***

1. Provide a water tank in the vicinity of each structure or cluster of structures, with minimum capacity of 10,000 gallons.
2. A Fire Department Connection (FDC), which must be at or below the elevation of the bottom of the tank, shall be located on the fire access to the structure, not closer than 50 nor more than 150 feet from the structure. The underground piping from tank to FDC must be minimum 4" diameter.
3. The FDC shall be provided with a 4" National Standard Thread male outlet, reduced to a 2 ½" National Standard Thread male. Refer to County DPLU policy #600 for more detail on tanks and FDCs.

#### ***BUILDING PLAN REVIEW (informational only)***

1. Submit building plans for plan check for fire code compliance by Fire Services Coordinator office (County Fire Code, California Fire Code, California Building Code) for elements including (but not limited to):
  - Class A roofing
  - Non-combustible exterior walls
  - Dual pane or tempered glazing
  - Vents

- Eaves enclosed, not vented
  - Smoke detectors
  - LPG (propane) tank location
2. Because of topography, vegetation and open space, all structures shall meet the "enhanced" wildland standards in the County Building Code.
  3. No construction involving combustible materials on the subject property can take place until fire access roads are installed and fully meet code requirements. (Exception: If prearranged with the fire authority having jurisdiction, asphalt paving may be installed with the exception of the final lift, which may be postponed until just before building final if desired for roadway cosmetic purposes.)

Additional requirements, or modification of these points may result from more detailed review. Please call with questions or for clarification -- (858) 694-3000.

Sincerely yours,



Paul Dawson, Fire Marshal  
for Ralph Steinhoff, Fire Services Coordinator  
Building Division  
Department of Planning and Land Use

# PROJECT FACILITY AVAILABILITY FORM

**FIRE**



Please type or use pen

Ace Investments, Inc. (405) 222-3050  
 Owner's Name Phone  
 2808 South 4th Street  
 Owner's Mailing Address Street  
 Chickasha OK 73018  
 City State Zip

ORG \_\_\_\_\_  
 ACCT \_\_\_\_\_  
 ACT \_\_\_\_\_  
 TASK \_\_\_\_\_  
 DATE \_\_\_\_\_ AMT \$ \_\_\_\_\_

DISTRICT CASHIER'S USE ONLY

## SECTION 1. PROJECT DESCRIPTION

## TO BE COMPLETED BY APPLICANT

- A. ☒ Major Subdivision (TM) ☐ Specific Plan or Specific Plan Amendment  
☐ Minor Subdivision (TPM) ☐ Certificate of Compliance: \_\_\_\_\_  
☐ Boundary Adjustment  
☐ Rezone (Reclassification) from \_\_\_\_\_ to \_\_\_\_\_ zone.  
☐ Major Use Permit (MUP), purpose: \_\_\_\_\_  
☐ Time Extension ... Case No. \_\_\_\_\_  
☐ Expired Map ... Case No. \_\_\_\_\_  
☐ Other \_\_\_\_\_

Assessor's Parcel Number(s)  
 (Add extra if necessary)

1	3	7	0	9	0	3	7

- B. ☒ Residential ..... Total number of dwelling units 28  
☐ Commercial ..... Gross floor area \_\_\_\_\_  
☐ Industrial ..... Gross floor area \_\_\_\_\_  
☐ Other ..... Gross floor area \_\_\_\_\_

Thomas Bros. Page 409 Grid K-7  
 Project address Los Coyotes Road  
Warner Springs 92086  
 Community Planning Area/Subregion Street Zip

C. Total Project acreage 150 Total lots 28 Smallest proposed lot 5.0 Ac.

OWNER/APPLICANT AGREES TO COMPLETE ALL CONDITIONS REQUIRED BY THE DISTRICT.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: P. O. Box 442, Julian, CA 92036 Phone: (760) 765-1343  
 (On completion of above, present to the district that provides fire protection to complete Sections 2 and 3 below.)

## SECTION 2. FACILITY AVAILABILITY

## TO BE COMPLETED BY DISTRICT

District name: not in a public fire district  
 Indicate the location and distance of the primary fire station that will serve the proposed project: CDF Warner Springs  
31040 HIGHWAY 79 1.73 MILES

- A. ☐ Project is in the District and eligible for service.  
☐ Project is not in the District but is within its Sphere of Influence boundary, owner must apply for annexation.  
☒ Project is not in the District and not within its Sphere of Influence boundary.  
☐ Project is not located entirely within the District and a potential boundary issue exists with the \_\_\_\_\_ District.  
 B. ☐ Based on the capacity and capability of the District's existing and planned facilities, fire protection facilities are currently adequate or will be adequate to serve the proposed project. The expected emergency travel time to the proposed project is 3.54 minutes. based on NFPA 1142 TABLE C.1.11(6)  
☐ Fire protection facilities are not expected to be adequate to serve the proposed development within the next five years.  
 C. ☒ County conditions are attached. Number of sheets attached: 5  
☐ District will submit conditions at a later date.

## SECTION 3. FUELBREAK REQUIREMENTS

Note: The fuelbreak requirements prescribed by the fire district for the proposed project do not authorize any clearing prior to project approval by the Department of Planning and Land Use.

- ☒ Within the proposed project 100 feet of clearing will be required around all structures.  
☒ The proposed project is located in a hazardous wildland fire area, and additional fuelbreak requirements may apply. Environmental mitigation requirements should be coordinated with the county fire marshal to ensure that these requirements will not pose fire hazards.

This Project Facility Availability Form is valid until final discretionary action is taken pursuant to the application for the proposed project or until it is withdrawn, unless a shorter expiration date is otherwise noted.

Paul Dawson PAUL DAWSON FIRE MARSHAL 858 694 3000 8/9/05  
 Authorized signature Print name and title Phone Date

On completion of Sections 2 and 3 by the District, applicant is to submit this form with application to:  
 Zoning Counter, Department of Planning and Land Use, 5201 Ruffin Road, Suite B, San Diego, CA 92123

APPENDIX D

SCHOOL SERVICE LETTER

# PROJECT FACILITY AVAILABILITY FORM

**SCHOOL**

*Please type or use pen*

(Two forms are needed if project is to be served by separate school districts)

**Ace Investments, Inc.** (405) 222-3050

Owner's Name Phone

2808 South 4th Street

Owner's Mailing Address Street

Chickasha OK 73018

City State Zip

ORG \_\_\_\_\_

ACCT \_\_\_\_\_

ACT \_\_\_\_\_

TASK \_\_\_\_\_

DATE \_\_\_\_\_

ELEMENTARY \_\_\_\_\_

HIGH SCHOOL \_\_\_\_\_

UNIFIED \_\_\_\_\_

**SC**

DISTRICT CASHIER'S USE ONLY

## SECTION 1. PROJECT DESCRIPTION

## TO BE COMPLETED BY APPLICANT

### A. LEGISLATIVE ACT

- ☐ Rezones changing Use Regulations or Development Regulations  
☐ General Plan Amendment  
☐ Specific Plan  
☐ Specific Plan Amendment

Assessor's Parcel Number(s)  
(Add extra if necessary)

1	3	7

0	9	0

3	7

### B. DEVELOPMENT PROJECT

- ☐ Rezones changing Special Area or Neighborhood Regulations  
☒ Major Subdivision (TM)  
☐ Minor Subdivision (TPM)  
☐ Boundary Adjustment  
☐ Major Use Permit (MUP), purpose: \_\_\_\_\_  
☐ Time Extension ... Case No. \_\_\_\_\_  
☐ Expired Map ... Case No. \_\_\_\_\_  
☐ Other \_\_\_\_\_

Thomas Bros. Page 409 Grid K-7

Project address Los Coyotes Road  
Street

Warner Sprints 92086

Community Planning Area/Subregion Zip

- C. ☒ Residential ..... Total number of dwelling units 28  
☐ Commercial ..... Gross floor area \_\_\_\_\_  
☐ Industrial ..... Gross floor area \_\_\_\_\_  
☐ Other ..... Gross floor area \_\_\_\_\_

D. Total Project acreage 1.50 Total number of lots 28

Applicant's Signature Patrick P. Brown / For Steve LeSage Date 8/02/05

Address P. O. Box 442, Julian, CA 92036 Phone (760) 765-1343

(On completion of above, present to the school district to complete Section 2 below.)

## SECTION 2. FACILITY AVAILABILITY

## TO BE COMPLETED BY DISTRICT

District Name: Warner Unified School District

If not in a unified district, which elementary or high school district must also fill out a form?

Indicate the location and distance of proposed schools of attendance. Elementary: Warner 92086 miles: 3.0  
30951 Hwy 79  
Springs

Junior/Middle: same miles: 3.0 High school: same miles: 3.0

☐ This project will result in the overcrowding of the ☐ elementary ☐ junior/middle ☐ high school. (Check)

☐ Fees will be levied or land will be dedicated in accordance with Education Code Section 17620 prior to the issuance of building permits.

☒ Project is located entirely within the district and is eligible for service.

☐ The project is not located entirely within the district and a potential boundary issue may exist with the \_\_\_\_\_ school district.

Authorized signature: \_\_\_\_\_

Print name: Aaron Asplund

Print title: Business Manager

Phone: 760 782-3517

On completion of Section 2 by the district, applicant is to submit this form with application to the Zoning Counter at the Department of Planning and Land Use, 5201 Ruffin Road, Suite B, San Diego, CA 92123.



APPENDIX E

STAFF REPORT, SPA 84-03

## STAFF REPORT

## WARNER'S SPRINGS RANCH SPECIFIC PLAN AMENDMENT

BACKGROUND

Garfield, Schwartz and Rice, acting as agents for the A. Cal Rossi Company, Limited, has submitted an application to amend a Specific Plan (SP83-04) approved by the Board of Supervisors on July 20, 1983. This application was filed in order to accomplish certain changes the applicants feel are necessary in order to proceed with their project.

Warner Springs Ranch is a well known destination resort in San Diego County. The "Ranch" was established in approximately 1834 as a trading post and provided services to travelers through the 1880's. Since 1900 various facilities have been added to the "Ranch"; these now include: 96 guest cottages, lodge and restaurant facilities, conference rooms, U.S. Post Office, general store, swimming pools, and a golf course. All of these facilities are old and are currently being upgraded to meet current standards. The facility has been closed to the general public for several years.

The existing Specific Plan for the Warner Springs Ranch project anticipates a multi-phase building program. Phase One of the Specific Plan will allow expansion of the current "resort" facilities to provide for 250 guest cottages. The lodge, restaurant, and conference buildings will be renovated and expanded, the hot-spring fed swimming pools will be reconstructed together with rehabilitation of the spa and other recreation buildings. Five new tennis courts will be constructed near the resort, the equestrian facilities renovated and reconstructed, and a children's campground constructed. An old farm house on the property will be converted to office space. A commercial area along Highway 79 will provide commercial services to both residents of the Resort and the surrounding community. It is anticipated that the commercial center will include a grocery store, gas station, liquor store, the U.S. Post Office, and a pharmacy.

Phase One of the project also includes: (A) a 240-acre site set aside for a Native American historical preserve. This area, proposed to be deeded to a non-profit organization including the Pala and Los Coyotes Indian Reservations, includes a church (St. Francis Chapel) and a Native American cemetery. The area will remain undisturbed except for the construction of a museum. (B) A 133-acre parcel has been identified for the creation of 35 estate lots. This area is physically separated from the resort portion of the development and provides lot sizes consistent with the existing Los Tules subdivision.

The above uses are planned for a 452-acre portion of the total Warner Springs Rancho site. The remaining portion of the Ranch (2,433-acres) is identified as "Future Planning Areas" for which this Specific Plan provides only the "concept guide for future development". Prior to development, these areas will be subjected to a further Specific Plan analysis. Uses proposed within the future planning areas include 685 residential units on 341-acres. These residential uses will include: (A) a 200 unit tennis ranch complex; (B) 310 golf course

oriented patio homes; and (C) 175 estate lots on 186-acres. In addition to these uses, this future planning area includes the existing 144-acre golf course, a 40-acre family campground, a site for a future wastewater treatment and reclamation facility, and a 35-acre airstrip. During the preparation and review of the Specific Plan for the future planning area, it will be determined what major use permits, tentative maps, or other permit applications are needed. Full environmental review will be required as part of the future planning area review process.

It should be noted that all aspects of the Warner Springs Ranch Specific Plan are intended for development as a private community. In this regard, the applicant intends the sale of 2,000 limited partnerships.

#### CURRENT APPLICATION

The applicants have determined that three basic changes to the original approval are necessary to proceed with this project. First, they propose to change requirement O(1) of the Resolution of Approval. The existing requirement reads (in part):

"Execute an agreement to the satisfaction of the Department of Public Works to improve State Route 79 from Camino San Ignacio to approximately 2,250 feet northerly to a graded width of 84 feet with A.C. pavement over approved base, A.C. dike, A.C. tapers, graded walkway and wood pole mounted street lights at road intersections. Face of dike will be 32 feet from centerline. Minimum sight distance is to be 500 feet at intersections.

Obtain an encroachment permit from CALTRANS for work in the right-of-way."

The applicants concur with the Department of Public Works revision of this requirement which reads as follows:

"Execute an agreement to the satisfaction of the Department of Public Works to improve State Route 79 with A.C. pavement over approved base, A.C. dike, A.C. tapers, a raised median strip, graded walkway, and wood pole mounted street lights at road intersections. The improvement shall be constructed to the alignment shown on the drawing known as 'Highway 79 Road Alignment Study' dated January 6, 1984 (Revision January 19, 1984) by Rick Engineering Company."

Second, the applicants also propose a change to Requirement (K) which reads as follows:

K. Provide mitigation for impacts to archaeological resources as follows:

1. Dig an archaeological sample trench over those areas of new construction that would impact those significant sites identified in the EIR.

2. All work shall be performed by a qualified archaeologist.
3. If the archaeologist deems further work is warranted, design appropriate mitigating measures such as salvage excavation, redesign of the project, or covering sites. (EIR)

The above required work shall be submitted to the Department of Planning and Land Use (Environmental Analysis section) for evaluation and approval prior to the issuance of a building permit for any new structure within the resort complex. If additional "mitigation measures" are necessary pursuant to requirement 3, above, such additional measures shall be submitted to, and approved by, the Department of Planning and Land Use (Environmental Analysis section) prior to the issuance of any building permit. The Environmental Analysis section shall inform the applicant in writing when the archaeological mitigation measures have been satisfactorily accomplished and authorize the issuance of building permits.

The applicants concur with the Department of Planning and Land Use that this requirement should read as follows:

K. Prior to Final Approval of the Specific Plan Amendment, issuance of any use and reliance or grading permits, (with exception of L0449) finalization of any maps, or issuance of any building permits the applicant shall to the satisfaction of the Director of the Department of Planning and Land Use:

- (1) Apply to the County to have Figure 2 of the Cultural Resource Management Program for Warner Springs Ranch, Prehistoric and Historic Archaeological Resources, made a part of SP 83-04 to implement mitigation measures from the GPA EIR in protecting archaeological sites SDI-4501H, 8619-8639, and 8779-8781H from future specific plan designs;
- (2) Implement the Memorandum of Agreement, A Cultural Resource Management Program for Warner Springs Ranch, dated April 27, 1984, which required that
  - (a) Arrange for a qualified archaeologist to monitor all earth disturbance activities (trenching, excavating, placement of utility lines, etc.) and have the power and authority to close down such operations when significant historic/prehistoric resources are encountered until avoidance or salvage can be arranged;
  - (b) The Director of the Department of Planning and Land Use be notified whenever the qualified archaeological monitor (2.a.) stops earth-moving operations to protect significant historic/prehistoric resources, so that avoidance or salvage plans may be reviewed and approved;

Warner Springs  
SP-A84-03

- 4 -

- (c) Protect all historic/prehistoric resources identified in the GPA EIR, and identified in Condition B.1. above, from damage by construction, grounds maintenance, or development in the implementation of SP 83-04 and SPA 84-03;
- (d) Submit professional technical reports on the salvaged and analyzed artifacts, features, and midden resources through the monitoring operations implemented under the MOA;
- (e) Professionally care for all artifacts, samples, notes, photographs, and other scientific data recovered in the monitoring and other archaeological work under this condition;

Finally, the applicants have identified twenty-six changes to the face of the Specific Plan Map that they feel are necessary to improve their project. For the most part these changes are relatively minor and involve the reorientation of uses approved by the original Specific Plan. A full list of the twenty-six changes may be found in Attachment 1. These changes also require minor additions to the Specific Plan Text. These additions are on pages 7, 8, and 41 of the Specific Plan Text and are also found in Attachment 1.

#### Conformance with the General Plan

As part of the adoption process for the Warner Springs Rancho Specific Plan the Board of Supervisors determined that the Plan was in conformance with the San Diego County General Plan. Accordingly, because SP-A84-03 proposes the same type(s) of land uses and the same intensity (density) of development, the applicant requests a finding of General Plan conformity.

Another issue in regard to Plan conformity is consistency with the purpose and intent of the original Warner Springs Ranch Specific Plan. In this regard, the current application proposes only minor modifications to the precise location of various aspects of the original proposal.

#### Staff Recommendation

It is the RECOMMENDATION of the Department of Planning and Land Use that:

- a. Find in accordance with the attached Negative Declaration that SP-A84-03 would not have a significant environmental impact provided the attached mitigating measures are made conditions of project approval, and certify that the attached Negative Declaration is complete and in compliance with the provisions of the California Environmental Quality Act.
- b. The Mitigation measures proposed by the applicants be made conditions of approval.
- c. The Board of Supervisors adopt Specific Plan Amendment 84-03 (SP-A84-03) pursuant to the attached resolution which amends the Warner Springs Ranch Specific Plan (SP83-04).

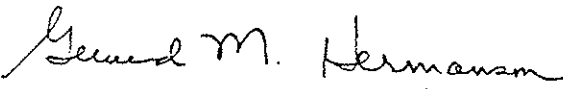
### Discussion

The Warner Springs Ranch Specific Plan was originally adopted by the Board of Supervisors on July 20, 1984. Since the original approval the applicants encountered a major problem with CALTRANS which has resulted in the need for an amendment to the Plan. Although CALTRANS had reviewed the original project, including requirement O(1) prior to approval by the Board of Supervisors, they (CALTRANS) subsequently discovered that the alignment of State Route 79 as shown on the approved Specific Plan was incorrect and needed to be relocated. Since CALTRANS would not issue the permits necessary to satisfy the Plan as proposed the applicants had no recourse but to file for an amendment. In so much as an amendment was required, the applicants took another look at their project and decided to include in their amendment request; a change to requirement (K) which deals with archaeological mitigation measures, and also some twenty-six relatively minor changes to the face of the map.

### Environmental Review

On June 21, 1984, the Environmental Planning Section of the Department of Planning and Land Use recommended that the Board of Supervisors adopt a finding of Negative Declaration. In making this recommendation the Environmental Planning Section noted that the applicant has proposed thirteen mitigation measures which will mitigate any substantial negative impacts of the proposed Specific Plan Amendment.

DEPARTMENT OF PLANNING AND LAND USE  
Walter C. Ladwig, Director

By   
GERALD M. HERMANSON, Deputy

GMH:LV:sv

## APPENDIX F

LIST OF ITEMS ADDED TO OR MODIFIED  
ON THE PLAN PER 84-03

\* ASTERISK SYMBOL ON RESORT SCHEMATIC PLAN  
REVISED JANUARY, 1984, INDICATES ITEMS ADDED TO OR MODIFIED  
ON THE ADOPTED PLAN

---

- 1) Added one new employee building and parking court.
- 2) Relocated basK~~e~~tball and multi-use field.
- 3) Added future stable expansion.
- 4) Added dressage ring.
- 5) Relocated basketball court.
- 6) Added three new kiddie korrrals.
- 7) Added new youth pool.
- 8) Added bicycle moto-cross.
- 9) Shifted tennis courts No. 6 through No. 9.
- 10) Added parking lot at tennis court No. 9.
- 11) Added new fitness center expansion.
- 12) Eliminate previous tennis court No. 11 through No. 4 (Old Number).
- 13) Shifted golf clubhouse.
- 14) Added future lodge expansion.
- 15) Added ice house.
- 16) Shifted tennis courts No. 2 & No. 3.
- 17) Added post office parking lot.
- 18) Realigned Highway 79.
- 19) Revised previous golf course parking lot.
- 20) Shifted tennis courts No. 10 through No. 15.
- 21) Added access to existing residence.
- 22) Added property line around site.
- 23) Added tennis courts No. 16 through No. 17.
- 24) Added parking lot at existing trading post.
- 25) Added new parking lot at golf clubhouse
- 26) Added golf cart storage

RECEIVED  
FEB 03 1984

San Diego County  
DEPT. OF PLANNING & LAND USE

SPA 84 03

EXHIBIT "A"



APPENDIX G  
WATER USE AGREEMENT

When recorded return to:

Mr. Wayne Taylor  
Warner Union School District  
P.O. Box 8  
Warner Springs CA 92086

WATER USE AGREEMENT

THE ORIGINAL OF THIS DOCUMENT WAS RECORDED  
ON 1/13/84 FILE/PAGE NO. 84-014747  
COUNTY RECORDER

Warner Springs Ranch, a California limited Partnership, hereinafter "Development Company," and Warner Union Elementary School District, hereinafter "School District", agree that:

WHEREAS, Development Company proposes to develop hotel units and residences on that certain real property in the County of San Diego, State of California, legally described on Exhibit "A" attached hereto;

WHEREAS, School District operates an elementary school on that certain real property in the County of San Diego, State of California, described on Exhibit "B" attached hereto, which property is adjacent to Development Company's property;

WHEREAS, School District operates and maintains on its property two wells;

WHEREAS, proposed development at Warner Springs Ranch may adversely effect the School District's water supply to the point it may not be able to satisfy its needs for school-related purposes; and

WHEREAS, School District desires to ensure a continued water supply for school-related purposes.

NOW, THEREFORE, Development Company agrees to furnish to School District water as may be necessary for school-related purposes on the following terms and conditions:

1. Development Company shall assure School District of an adequate supply of water for school-related purposes if, and only if, (1) water production from each School District well does not exceed 150% of current levels of water use, and (2) static water levels in the existing School District wells drop to a point below historic low water levels of 140 feet and 137 feet for freshwater and sulfur wells, respectively.

2. The "school-related purposes" for which water is to be furnished School District under this Agreement consists in general of the usual, historical potable and non-potable uses associated with the operation of an elementary school, including irrigation of surrounding land, those uses associated with the Civic Center Act, but excluding all agricultural, commercial, retail, residential (excepting present District Residence), and non-school related recreational uses.

3. "Current levels of water use" shall be defined as the average amount of water produced from existing School District wells over a one year period. In order to determine the amount of water produced, beginning within one month subsequent to the execution of this agreement, water production from each existing School District well will be monitored at least once a month for a period of at least one year after initiating the monitoring process. Data collected during the monitoring process will be supplied to School District and forwarded to the San Diego County Hydrogeologist in the Department of Planning and Land Use, to be placed on permanent file. After a monitoring period of one year, continued

readings will be taken on a quarterly basis. Collecting and filing water level and well production data will be the responsibility of Warner Springs Ranch.

4. Development Company cannot and does not make any guaranty concerning the continued availability of water except as herein expressly provided. School District understands and hereby acknowledges that Development Company is not a public utility, is the sole owner of its wells and all waters underlying or in any way connected with its land, and has agreed to furnish water to School District only in accordance with the terms of this Agreement. School District stipulates that it has no right, title or interest in or to any water from Development Company or water on or underlying Development Company's land except as herein specifically set forth.

5. Options for providing water to School District shall include any means acceptable to both the School District and Development Company.

Examples include:

- a) Lowering well pumps.
- b) Providing supplementary water from another source.
- c) Replacing or adding to existing well water supply with a new well on or off school site.
- d) Piping water to school from existing (or future) water distribution system at Warner Springs Ranch.

6. School district shall not pay Development Company for the water furnished or pipe purchased and installed pursuant to this Agreement.

7. School District shall receive the water furnished it at such location as it may reasonably specify on its

property, although Development Company shall have no obligation to provide plumbing.

8. In the event Development Company elects to provide water under this Agreement to School District by means of underground pipes and under pressure, School District shall grant to Development Company a license for such purpose, although School District shall be put to no expense with regard to the license or the installation of pipes.

9. This Agreement is made for the period of one year and will be automatically renewed thereafter from year to year so long as School District complies with the terms of this Agreement concerning the permitted use of the water furnished under it.

10. This Agreement is subject at all times to any and all valid laws, ordinances, and governmental regulations, whether federal, state, or county, and any modification made to this Agreement by any such law or ordinance or regulation or to the conduct of the parties under this Agreement shall not impose liability on either party hereto for breach of their duties under this Agreement.

11. This Agreement shall be binding on the parties hereto and on their successors in interest; provided, however, Development Company and its successors in interest shall have no obligations under this Agreement at any time except to the present or future owners of School District's property and then only as expressly set forth in this Agreement, and only until such time as School District or a successor school district no longer owns the land.

12. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed, or, in lieu of such service, when deposited in the United States mail, first class postage prepaid, addressed to School District at the address of School District or to Development Company at the address of Development Company.

13. This instrument constitutes the sole and only agreement of the parties relating to said supply of water and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

14. This Agreement shall be conditioned upon and effective as of the recording of a certificate of occupancy by the appropriate governmental authority.

15. This instrument shall be filed with the Recorder of the County of San Diego promptly upon its execution.

16. In the event water service to the District is interrupted in such a way that the Development Company is required by this agreement to supply water to the District and fails to do so, and it being impractical and infeasible to determine the amount of actual damages, it is agreed that Development Company shall pay to District two hundred dollars (\$200.00) per calendar day as fixed liquidated damages. Said payment is not a penalty.

Warner Springs Ranch, a California  
limited partnership.

Warner Union Elementary School  
District

By

By

Governing Board Date of Approval  
10-26-83

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

SS

On this 16<sup>th</sup> day of December, in the year 1983,  
before me Wayne Taylor, the undersigned, a Notary  
Public in and for said State, personally appeared Warner Springs Ranch,  
known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name Warner Springs Ranch subscribed to this instrument, and acknowledged  
it executed it.

WITNESS my hand and official seal.

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

SS

NOTARY PUBLIC in and for said County and State

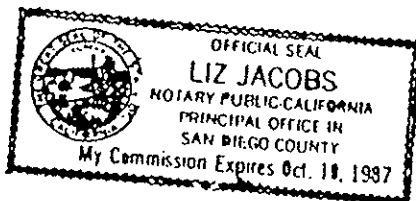
STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

SS

On this 16<sup>th</sup> day of DECEMBER, in the year 1983,  
before me LIZ JACOBS, the undersigned, a Notary Public  
in and for said State, personally appeared A. CAL ROSSE JR.,  
known to me (or proved to me on the basis of satisfactory evidence)  
to be the person 15 whose name HE subscribed to this  
instrument, and acknowledged that HE executed it.

WITNESS my hand and official seal.



Liz Jacobs  
NOTARY PUBLIC in and for said County  
and State.

APPROXIMATELY 11 ACRES CONVEYED TO WARNER UNION SCHOOL DISTRICT  
BY DEED DATED OCTOBER 23, 1939 AND DESCRIBED AS FOLLOWS:

THAT PORTION OF THE RANCHO SAN JOSE DEL VALLE, IN THE COUNTY OF SAN  
DIEGO, STATE OF CALIFORNIA, AS PER PATENT ISSUED BY THE UNITED STATES OF  
AMERICA TO J. J. WARNER, JANUARY 16, 1880, IN BOOK 2, PAGE 73 OF PATENTS,  
RECORDS OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

1. BEGINNING AT A POINT IN SAID RANCHO SAN JOSE DEL VALLE FROM WHICH  
CORNER NO. 22 OF SAID RANCHO BEARS NORTH 50°02'27" EAST, 7665.89 FEET,  
SAID POINT BEING IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF THAT CERTAIN  
SURVEY FOR A COUNTY HIGHWAY -60 FEET WIDE- KNOWN AS ROAD SURVEY NO. 490,  
PLAT OF WHICH IS ON FILE IN THE OFFICE OF COUNTY SURVEYOR OF SAN DIEGO  
COUNTY; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AS FOLLOWS:

SOUTH 43°04' WEST, 94.82 FEET; THENCE SOUTH 43°20'30" WEST, 455.35 FEET;  
THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE SOUTH 50°41'30" EAST,  
871.38 FEET; THENCE NORTH 29°37' EAST, 560.94 FEET; THENCE NORTH 51°00'30"  
WEST, 738.79 FEET TO THE POINT OF BEGINNING.

2. BEGINNING AT A POINT IN SAID RANCHO SAN JOSE DEL VALLE FROM WHICH SAID  
CORNER 22 BEARS NORTH 38°11'36" EAST, 7648.25 FEET; THENCE NORTH 75°36'30"  
WEST, 100 FEET; THENCE SOUTH 14°23'30" WEST, 100 FEET; THENCE SOUTH  
75°36'30" EAST, 100 FEET; THENCE NORTH 14°23'30" EAST, 100 FEET TO THE  
POINT OF BEGINNING.



THE LAND REFERRED TO HEREIN IS SITUATED IN THE  
STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS  
DESCRIBED AS FOLLOWS:

PARCELS 1 AND 3 IN THE COUNTY OF SAN DIEGO, STATE OF  
CALIFORNIA, AS DESCRIBED IN THAT CERTAIN CERTIFICATE  
OF COMPLIANCE RECORDED December 23,, 1983 AS  
FILE/PAGE NO. 83-469613, OFFICIAL RECORDS  
IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY.

## APPENDIX H

### WARNER SPRINGS TRUST AGREEMENT

TRUST AGREEMENT  
WARNER SPRINGS TRUST

This Trust Agreement is entered into on November 17, 1983, between Warner Springs Ranch, a California limited partnership, as Trustor, and A. Cal Rossi, as Trustee (hereinafter referred to as the "Trustees" in anticipation of the appointment of additional trustees under Article XII).

Concurrently with the execution of this Trust Agreement, the Trustor has transferred and delivered to the Trustees, exclusively for conservation purposes, and without any consideration on the Trustees' part, real property (hereinafter referred to as the "Real Property") consisting of approximately 240 acres in the County of San Diego, State of California, legally described in Exhibit "A" attached hereto and incorporated herein.

The Real Property, together with any other property that may later become subject to this trust, shall constitute the trust estate, and shall be held, administered and distributed as hereinafter provided.

This trust shall be known as the "Warner Springs Trust."

ARTICLE I  
TRUST PURPOSES

This trust is established for conservation purposes, in particular for the purposes of (1) preserving the Real Property as open space for the scenic enjoyment of the general public, or pursuant to any clearly delineated federal, state or local governmental conservation policy, (2) preserving the historically important Indian burial grounds and religious and cultural structures located on the Real Property, (3) fostering archaeological and other scientific studies of the Real Property, (4) furthering the study of the customs, traditions, language and history of the Indians who have frequented the Real Property, (5) preserving the Real Property for the education of the general

public with regard to such customs, traditions, language and history, and (6) allowing the continued use of religious facilities on the Real Property for religious purposes.

The beneficiaries of this trust shall be the general public, although the Trustees shall consider the wishes of the Indians who have frequented the area and shall be sensitive to their customs and traditions with respect to the Real Property.

## ARTICLE II

### ADDITION OF PROPERTY

The Trustees may receive and accept other property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and distributed in accordance with and pursuant to the provisions of this Trust Agreement; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the principal or income to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in this Trust Agreement, or as shall in the opinion of the Trustees jeopardize the federal tax exemption of this trust pursuant to Section 501(c)(3) of the Internal Revenue Code, as now in force or hereafter amended.

## ARTICLE III

### MANAGEMENT OF TRUST FUND AND INCOME

The Real Property may not be sold, leased, conveyed or encumbered by the Trustees, nor may the Real Property be improved beyond the extent absolutely necessary to carry out the purposes of this trust.

The Real Property shall be held in perpetuity and shall be used exclusively for conservation purposes.

The Trustees shall hold all other trust assets and may, in their discretion, invest such other assets or part of such other assets in investments authorized in Article XV which are permitted under the laws of the State of California, or may in their discretion retain the cash and collect the income, and shall from time to time and in such amounts as in their discretion they shall deem proper devote and apply so much of the principal and income of the trust estate exclusively to the purposes described in Article I.

#### ARTICLE IV

##### RESTRICTIONS ON USE OF TRUST ESTATE

The trust estate and the income thereof shall be devoted exclusively to the purposes described in Article I and shall in no part and under any circumstances be given or contributed to or inure to the benefit of any private person or corporation. No part of the trust estate shall be used to carry on propaganda or otherwise attempt to influence legislation, or to participate in any political campaign. Notwithstanding any other provision hereof, this trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under the Internal Revenue Code and regulations thereto as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under the Internal Revenue Code and regulations thereto as they now exist or as they may hereafter be amended.

#### ARTICLE V

##### GIFTS IRREVOCABLE

Gifts made to the Trustees shall be irrevocable. If it shall be determined by the Internal Revenue Service subsequent to the creation of this trust and the transfer of any property or funds

to the Trustees by the Trustor or any other person that the trust fund is not exempt from the payment of income tax on its income or if the Trustor or other donors to the trust may not be entitled to charitable deductions for income tax purposes for contributions made thereto in the manner and to the full extent provided by the Internal Revenue Code, then such gifts as remain in the fund at the time of such determination shall be given by the Trustees to a qualified tax-exempt charitable organization selected by the Trustees to best carry out the purposes of this trust, and this trust shall thereupon terminate.

#### ARTICLE VI

#### TRUST IRREVOCABLE

This Trust Agreement is irrevocable and may not be amended or modified; provided, however, that if for any reason whatsoever this trust fails to qualify as a tax-exempt charitable trust, such changes as are necessary for the trust to so qualify may be made by the Trustor; provided further, however, that Article XIII with regard to Meetings of Trustees and Article XIV with regard to trust records and property may be amended from time to time by the unanimous consent of the Trustees then serving.

#### ARTICLE VII

[RESERVED]

#### ARTICLE VIII

#### TERMINATION OF TRUST

The trust shall continue forever unless terminated by a court of competent jurisdiction, in which case the trust assets shall be distributed to or for the use of such charitable organizations as the court may select for another charitable purpose which is as similar to the original purpose as is reasonably possible. In no

event shall the Real Property be used by such charitable organization for other than conservation purposes.

The Trustor authorizes and empowers the Trustees to form and organize a nonprofit corporation limited to the uses and purposes provided for in this Trust Agreement, such corporation to be organized under the laws of the State of California, such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust.

Upon the creation and organization of such corporation, the Trustees are authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the Trustees shall determine, consistent with the provisions of this Article.

#### ARTICLE IX

##### MEANING OF CHARITABLE ORGANIZATIONS

In this Trust Agreement and in any amendments to it, references to charitable organizations or charitable organization mean corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any

political campaign on behalf of any candidate for public office. It is intended that the organization described in this section shall be entitled to exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as now in force or hereafter amended.

#### ARTICLE X

##### MEANING OF "CHARITABLE PURPOSES"

In this Trust Agreement and in any amendment to it, the term "charitable purposes" shall be limited to, and shall include only religious, charitable, scientific, literary or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue Code, but only such purposes as also constitute public charitable purposes under the laws on trusts of the State of California.

#### ARTICLE XI

##### MEANING OF "CONSERVATION PURPOSES"

In this Trust Agreement and in any amendment to it, the term "conservation purposes" shall be limited to and shall include only those purposes allowed by Section 170(h)(4) of the Internal Revenue Code now in force or hereafter amended.

#### ARTICLE XII

##### PROVISIONS REGARDING TRUSTEE

A. The Pala Band of Indians and the Los Coyotes Band of Indians may, at their election by written instrument signed and acknowledged, serve as additional Trustees. A writing signed by the chairman, president or other recognized leader of each such band, certifying that he is authorized to execute such writing on behalf of the band, and designating one individual as the representative of the band with regard to trust matters, shall be



authority for such representative to act on behalf of the band, and the other Trustees and all persons dealing with the Trustees shall have no obligation to investigate or determine the authority of such representative. Because the Cupeno Indians have been associated with the Real Property more than others, due consideration shall be given to the appointment of a Cupeno as the representative of each band.

B. If A. Cal Rossi shall for any reason cease to act as a Trustee, any person he may appoint by written instrument, signed and acknowledged, whether individual, corporation, association or otherwise, shall serve as a successor Trustee in his stead. If he shall fail to appoint a successor Trustee, a successor Trustee shall be appointed by a court of competent jurisdiction.

C. Notwithstanding the foregoing, any Trustee under this trust agreement may, by written instrument, signed and acknowledged, resign its office. If all of the Trustees so resign, one successor Trustee shall be appointed by a court of competent jurisdiction. Any such succeeding Trustee shall, upon its acceptance of the office by written instrument signed and acknowledged, have the same powers, rights, and duties, and the same title to the trust estate, as if the original Trustee. In the event a successor Trustee is not appointed, the trust shall be terminated in accordance with Article VIII.

D. Any Trustee may be removed by a court of competent jurisdiction for good cause upon application of another Trustee.

E. None of the Trustees shall be required to furnish any bond or surety, and none of them shall be responsible or liable for the acts or omissions of any other of the Trustees or of any

predecessor or of a representative, custodian, agent, depository or counsel selected with reasonable care.

F. The Trustees shall be reimbursed from the trust estate for all expenses reasonably incurred by them in the administration of the trust estate, but shall not be entitled to compensation for their services.

G. One or more Trustees then in office, whether original or successor, shall have full authority to act even though one or more vacancies may exist. A Trustee may, by appropriate written instrument signed and acknowledged, delegate all or any part of its powers to another Trustee or other Trustees for such periods and subject to such conditions the delegating Trustee may determine.

H. The Trustees may at their election appoint an advisory group of Native Americans and other interested parties to advise them with regard to the Real Property and the conduct of trust affairs, but they shall not be bound by the advice of such advisory group.

#### ARTICLE XIII MEETINGS OF TRUSTEES

A. All meetings of the Trustees shall be held at the offices of the Owners Association or at such other location as determined from time to time by unanimous vote of the Trustees.

B. Regular meetings of the Trustees shall be held, without call or notice, at 10:00 a.m. on the last Friday of March and September of each year at the offices of the Owners Association.

C. Special meetings of the Trustees may be called by any one Trustee. Special meetings shall be held on four (4) days' written notice by first class mail, postage prepaid, or on forty-eight

(48) hours' written notice delivered personally or by telephone or telegram. Notice of the special meeting need not be given to any Trustee who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of such notice to such Trustee. All such waivers, consents, and approvals shall be filed with the trust records or made a part of the minutes of the meetings.

D. If there are two or three Trustees, two Trustees shall constitute a quorum for the transaction of business.

E. Except as otherwise provided in this Trust Agreement, or by law, every act or decision done or made by the unanimous agreement of the Trustees present at a meeting duly held at which a quorum is present is the act of the Trustees provided, however, that any meeting at which a quorum was initially present may not continue to transact business if the withdrawal of a Trustee or Trustees results in the absence of a quorum.

F. A. Cal Rossi, or his successor Trustee, or such other person as the Trustees present may elect by unanimous vote, shall preside at meetings of the Trustees. Any person appointed by the presiding officer shall act as secretary of the meeting. Trustees may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Such participation shall constitute personal presence at the meeting.

G. A majority of the Trustees present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24)

hours, notice of the adjournment to another time or place must be given prior to the time of the adjourned meeting to the Trustees who were not present at the time of the adjournment.

H. The Robert's Rules of Order, as may be amended from time to time, shall govern the meetings of Trustees insofar as such rules are not inconsistent with or in conflict with this Trust Agreement, or the law.

I. Any action required or permitted to be taken by the Trustees may be taken without a meeting, if all the Trustees individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Trustees. Such action by written consent shall have the same force and effect as the unanimous consent of such Trustees.

J. The Trustees shall not be permitted to vote or act by proxy.

#### ARTICLE XIV

##### TRUST RECORDS AND PROPERTY

A. The Trustees shall keep adequate and correct records of account and minutes of the proceedings of the Trustees. The minutes shall be kept in written form. Other books and records shall be kept in either written form or in any other form capable of being converted into written form.

B. The fiscal year of the trust shall be from July 1 to June 30 of each year. The Trustees shall publish within ninety (90) days of the close of each fiscal year a statement of the receipts and disbursements, and the purposes for which disbursements have been made for the preceding fiscal year. An annual audit shall be made of the accounts of the trust by certified public accountants. The annual report shall be furnished to all Trustees.

C. A. Cal Rossi or his successor Trustee shall have exclusive custody of the securities, cash, and other property of

the trust, and the custody of all books and records pertaining to the trust.

ARTICLE XV  
POWERS OF TRUSTEES

In extension and not in limitation of the common law and statutory powers of trustees and other powers granted in this Trust Agreement, the Trustees shall have the following discretionary powers:

A. To invest and reinvest the principal and income of the trust in such property, real, personal, or mixed, and in such manner as they shall deem proper, and from time to time to change investments as they shall deem advisable; to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or Real Property (including without limitation any interest in or obligation with any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but for this express authority would not be considered proper and although all of the trust funds are invested in securities of one company. No principal or income however, shall be loaned, directly or indirectly, to any trustee or to anyone else, corporate or otherwise, who has at any time made a contribution to this trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.

B. To sell, lease, or exchange any personal, mixed or real property at public auction or by private contract, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter such undertakings relating to the trust property, they consider advisable, whether or not such leases or contracts may extend beyond the duration of the trust.

C. To borrow money for such periods, at such rates of interest, and upon such terms as the Trustees consider advisable,

and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this trust.

D. To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and other instruments, sealed or unsealed, incident to any transaction in which they engage.

E. To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depositary, voting trustees, or otherwise, and in this connection to delegate authority to such committee, depositary, or trustees and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.

F. To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as they deem appropriate; to hold trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the trust property is at all times identified as such on the books of the trust; to keep any or all of the trust property or funds in any place or places in the United States of America; to employ clerks, accountants, investment counsel, investment agents, and any special services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the trustees.

G. To rent or lease the church facility on the Real Property to the Catholic Church for no consideration other than an agreement to maintain the premises.

H. In carrying out and aiding the purposes and objects of this Trust Agreement, the Trustee shall have full power and authority to employ and pay attorneys, lecturers, writers, inves-

tigators, archaeologists, scientists, and such assistants and employees of every kind as they may deem necessary.

I. Notwithstanding anything herein to the contrary, the Trustees shall not have the power to sell, convey, lease or encumber the Real Property; however, nothing in this Trust Agreement shall be construed as prohibiting the Trustees from making any dedications or irrevocable offers of dedication to any governmental entity for right of way for Highway 79 which is required to be so dedicated or offered for dedication as a condition to approval of Warner Springs Ranch Specific Plan (SP 83-04) and any amendments thereto.

#### ARTICLE XVI

##### PROHIBITED TRANSACTIONS

Other provisions of this Trust Agreement notwithstanding, the Trustees shall not engage in any act of self-dealing as defined in Section 4941 Subdivision (d) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws; nor retain any excess business holding as defined in Section 4943 Subdivision (c) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945 Subdivision (d) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

Other provisions of this Trust Agreement notwithstanding, the Trustees shall distribute the trust income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

ARTICLE XVII  
TRUSTEES' FIDUCIARY CAPACITY

The Trustees' powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable and conservation purposes of this trust and not otherwise.

ARTICLE XVIII  
MEANING OF "TRUSTEES"

In this Trust Agreement and in any amendment to it, references to "Trustees" mean the one or more Trustees, whether original or successor, for the time being in office.

ARTICLE XIX  
MISCELLANEOUS

Any person may rely on a copy, certified by a notary public, of the executed original of this Trust Agreement held by the Trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by any who appears from such original documents or from such certified copy to be a Trustee under this Trust Agreement. No one dealing with the Trustees need inquire concerning the validity of anything the Trustees purport to do. No one dealing with the Trustees need see to the application of anything paid or transferred to or upon the order of the Trustees of the trust.

ARTICLE XX  
GOVERNING LAW

This Trust Agreement is to be governed in all respects by the laws of the State of California.

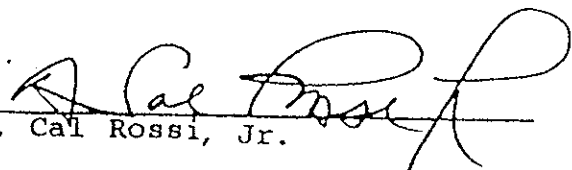


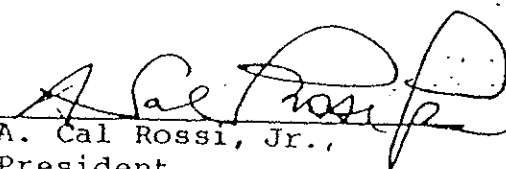
The Trustor and Trustees have executed this Trust Agreement on the day and year first written above.

TRUSTOR

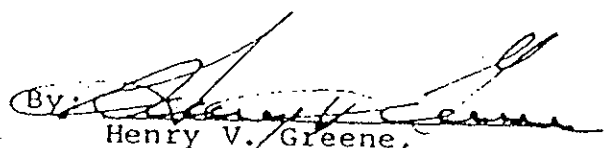
Warner Springs Ranch, a  
California limited partnership

TRUSTEE

By: The A. Cal Rossi Company,  
Ltd., a California  
corporation, general partner   
A. Cal Rossi, Jr.

By:   
A. Cal Rossi, Jr.,  
President

By: Border Lights, Inc., a  
Delaware corporation,  
general partner

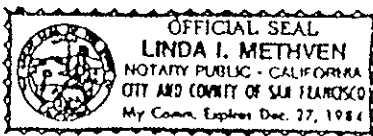
By:   
Henry V. Greene,  
President

STATE OF CALIFORNIA)

San Francisco ) SS  
COUNTY OF SAN DIEGO)

On November 17, 1983, before me, Linda I. Methven, the undersigned Notary Public in and for said State, personally appeared A. Cal Rossi, known to me ~~or proved to me on the basis of~~ satisfactory evidence to be the person who executed the within instrument on behalf of The A. Cal Rossi Company, Ltd., a California corporation, which corporation is known to me to be a general partner of Warner Springs Ranch, a California limited partnership, the partnership that executed the within instrument, and acknowledged to me that both such entities executed the same.

Witness my hand and official seal.



Linda I. Methven

STATE OF New York)

COUNTY OF New York) SS

On November 17, 1983, before me, Catherine D. DeLuca, the undersigned Notary Public in and for said State, personally appeared Henry V. Greene, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument on behalf of Border Lights, Inc. a Delaware corporation, which corporation is known to me to be a general partner of Warner Springs Ranch, a California limited partnership, the partnership that executed the within instrument, and acknowledged to me that both such entities executed the same.

CATHERINE D. DELUCA  
NOTARY PUBLIC - NEW YORK  
My Comm. Expires Dec. 27, 1984

Witness my hand and official seal.

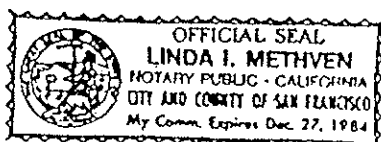
Catherine D. DeLuca

STATE OF CALIFORNIA)

San Francisco ) SS  
COUNTY OF SAN DIEGO)

On November 17, 1983, before me, Linda I. Methven, the undersigned Notary Public, personally appeared A. Cal Rossi, known to me ~~or proved to me on the basis of~~ satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

Witness my hand and official seal.



Linda I. Methven

THE LAND REFERRED TO HEREIN IS SITUATED IN THE  
STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS  
DESCRIBED AS FOLLOWS:

PARCEL 4, IN THE COUNTY OF SAN DIEGO, STATE OF  
CALIFORNIA, AS DESCRIBED IN THAT CERTAIN CERTIFICATE  
OF COMPLIANCE RECORDED December 23, 1983 AS  
FILE/PAGE NO. 83-469613, OFFICIAL RECORDS  
IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY.

WIND FUND FEE  
DEPARTMENT OF REVENUE

RECEIVED  
JAN 10 1984

## APPENDIX I

### CONDITIONS OF APPROVAL for SPA 84-03

Conditions of Approval from the  
Resolution of the Board of Supervisors  
Wednesday, October 17, 1984

- A. The applicant shall provide evidence satisfactory to the Department of Public Health Services that the proposed septic system for 34 cottage units will not adversely affect the level of water quality of the groundwater.

Such certification shall be provided prior to the issuance of any building permit for any new cottage. Upon receipt by the Department of Health Services, the Department shall review the documentation and inform the Department of Planning and Land Use (Building Permits) that building permits may be issued.

This condition has been met. Please see "Letter to DPLU Dated April 11, 1984," page 2, and "Letter from DPLU Dated July 16, 1984," page 2, both included in this Appendix.

- B. Provide a copy of an agreement with the Warner Union School District for provision of water in the event that pumping on Warner Springs Ranch adversely affects the school's water supply.

Such agreement shall be filed with the Department of Planning and Land Use (Specific Plan processing section) prior to the issuance of any building permit for any new cottage. Upon verification of the agreement's authenticity, building permits may be issued. The agreement shall be equally applicable to Phase One and the 'future planning area' components of this Specific Plan.

This condition has been met. Please see Appendix G, "Water Use Agreement."

- C. The water supply to serve the 28 estate lot portion of Phase One shall be provided from waterwells located on Parcel 1 (see Tentative Parcel Map 17929); such wells shall be at an elevation below 3200 feet. (EIR)

This condition will be modified as a result of this Specific Plan Amendment. A groundwater study has been conducted in compliance with the County Groundwater Ordinance. That study has shown that adequate groundwater is present and that the proposed project will not adversely impact the existing Los Tules Community water supply system.

- D. Conform with all provisions and requirements for a comprehensive groundwater monitoring plan as specified in the "Hydrogeology and Management Plan for Warner Springs ranch" as prepared by Leighton and Associates as dated September 23, 1981. (EIR)

This condition has been met per "Letter to DPLU Dated April 11, 1984," page 2 and "Letter from DPLU Dated July 16, 1984," page 2, both included in this Appendix. Groundwater levels continue to be monitored in this region of the County by the County of San Diego. An established groundwater monitoring network using wells located in Ranchita, Oak Grove, and Sunshine Summit is maintained by the Department of Planning and Land Use. These wells are monitored on a quarterly basis by County Staff. A separate monitoring program is maintained by Water Quality Specialists under contract with Warner Springs Ranch to conduct monthly monitoring on water wells on the Ranch. Data reports from these investigations are filed semiannually with the County Groundwater Geologist from the Department of Planning and Land Use. In addition to these programs, the Vista Irrigation District monitors many wells in the Hinshaw Basin. These wells are monitored weekly and all data is on file at the District.

- E. Provide designs, satisfactory to the Department of Public Works and the California Department of transportation (CALTRANS), for all necessary improvements to state Highway 79 and approaches thereto. Such improvements may include widening, turn lanes, realignment to improve sight distance, repaving and a traffic signal. (EIR)
- F. Provide structural section designs satisfactory to the Department of Public Works for road improvements for the first 720 feet of Camino San Ignacio. (EIR)

A site inspection on December 21, 2005 indicated that this improvement has been made.

- G. Provide landscaping design satisfactory to the Department of Planning and Land Use adequate to screen truck deliveries to the resort from residents of Los Tules subdivision. (EIR)

Such plan shall be submitted to the Department of Planning and Land Use in the form of a landscape plan together with the appropriate fee for a landscape plan. Said plan shall be approved prior to the issuance of an occupancy permit for any new cottage.

A site inspection on December 21, 2005 indicated that this screening has been provided.

- H. Provide a copy of an agreement with the Indian bands covering administration and terms of the Cultural Preserve. Such an agreement must contain terms which insure that the majority of the property remains in open space. (EIR)

Said agreement shall be retained in the files for the Warner Springs Specific Plan (SP83-04) at the Clerk of the Board of Supervisors.

Please see Appendix H, "Warner Springs Trust Agreement", for a copy of the signed agreement.

- I. Provide low sodium lighting design plans for all night illumination and down shielding for evening activity areas such as golf courses and tennis courts, and obtain a letter from the California Institute of Technology indicating that Palomar Observatory will be able to function with that design.

Prior to the issuance of any building permit for any new cottage, the applicant shall provide to the Department of Planning and Land Use a letter, and appropriate other documentation, from the California Institute of Technology which indicates their approval of the proposed exterior lighting plan for Phase One of this Specific Plan. Said plan shall be implemented concurrently with the construction of the new cottages; said plan may require the replacement of existing exterior lighting fixtures.

Lighting in compliance with the Light Pollution Code has been implemented. Please see "Letter from DPLU Dated September 21, 1983," "Letter to DPLU Dated June 7, 1984," Conditions B, I, J, K, and "Letter from DPLU Dated July 16, 1984," page 2, all included in this Appendix.

- J. Provide a map showing the alignment of the Pacific Crest Trail and any part of the internal trails system affected by this Specific Plan. (EIR)

This map, showing the proposed improvements and alignment of the trail(s), shall be submitted to the US Department of Agriculture, US Forest Service for approval. The applicant shall then file this map, together with the Forest Service's notation of approval, with the Department of Planning and Land Use (Specific Plan processing section) prior to the issuance of an occupancy permit for any new cottage.

This condition has been met. Please see "Letter to DPLU Dated April 11, 1984," page 2, "Letter to DPLU Dated April 27, 1984," "Letter to DPLU Dated June 7, 1984," Conditions B, I, J, K, and "Letter from DPLU Dated July 16, 1984," page 2, all included in this Appendix.

- K. Prior to the issuance of any major use or grading permits, (with exception of L0449) finalization of maps, or issuance of any building permits pursuant to the is Specific Plan the applicant shall to the satisfaction of the Director of the Department of Planning and Land Use:

1. Apply to the County to have Figure 2, of the Cultural Resource Management Program for Warner Springs Ranch, Prehistoric and Historic Archaeological Resources, made a part of SP 83-04 to implement mitigation measures from the GPA EIR in protecting archaeological sites SDi-4501H, 8619-8639, and 8779-8781H from future specific plan designs;
2. Implement the Memorandum of Agreement, A Cultural Resource Management

Program for Warner Springs Ranch, dated April 27, 1984, which required that

- a. Arrange for a qualified archaeologist to monitor all earth disturbance activities (trenching, excavating, placement of utility lines, etc.) and have the power and authority to close down such operations when significant historic/prehistoric resources are encountered until avoidance or salvage can be arranged;
- b. The Director of the Department of Planning and Land Use be notified whenever the qualified archaeological monitor (2.a) stops earth-moving operations to protect significant historic/prehistoric resources, so that avoidance or salvage plans may be reviewed and approved;
- c. Protect all historic/prehistoric resources identified in the GPA EIR, and identified in Condition B.1 above, from damage by construction, grounds maintenance, or development in the implementation of SP 83-04 and SP 84-03;
- d. Submit professional technical reports on the salvaged and analyzed artifacts, features, and midden resources through the monitoring operations implemented under MOA;
- e. Professionally care for all artifacts, samples, notes, photographs, and other scientific data recovered in the monitoring and other archaeological work under this condition;

These conditions have been met. Please see "Letter from DPLU Dated February 1, 1984," "Letter to DPLU Dated June 7, 1984," Conditions B, I, J, K, and "Letter from DPLU Dated July 16, 1984," page 2, all included in this Appendix.

- L. Various components of the Phase One portion of the Specific Plan may utilize on-site septic systems for sewage disposal. The design, location, and operating characteristics of such septic systems shall be as required by the Department of Public Health Services.

This condition has been met. See "Letter from DPLU Dated July 16, 1984," page 2, included in this Appendix.

- M. Implementation of the Warner Springs Ranch project beyond that authorized as "Phase One" shall require the expansion of the existing wastewater treatment plant and the termination of use of all septic sewer systems.

This condition pertains to Phase Two, the Future Planning Area (FPA), which has not been implemented. It does not apply to the current action, which is a continuation of Phase One.



- N. Use of groundwater through the entire Warner Springs ranch project site shall meet all local and State rules, requirements, and procedures. Any permits necessary for such groundwater use shall be obtained prior to the occupancy of any component of the 'future planning area'.

As related in 'C' above, recent groundwater studies have shown adequate capacity to serve the 28 rural lots without impact to surrounding water systems. This SPA will not affect any FPA.

- O. The following recommendations of the Department of Public Works relative to roadway improvements are hereby made requirements of approval of this Specific Plan:

1. Execute irrevocable offers to dedicate real property for public highway to 56 feet from the centerline, plus the right to construct and maintain slopes and drainage facilities for State Highway 79 (existing and future) with 20 foot radius corner roundings at intersections.

Execute an agreement to the satisfaction of the Department of Public Works to improve state route 79 with AC pavement over approved base, AC dike, AC tapers, a raised median strip or a painted two way left turn lane, graded walkway, and wood pole mounted street lights at road intersections. The improvement shall be constructed to the alignment shown on the drawing known as 'Highway 79 Road Alignment Study' dated January 6, 1984 (revised January 19, 1984) by Rick Engineering Company.

This condition has been met. Please see "Letter to DPLU Dated April 11, 1984," page 2, included in this Appendix.

2. All public roads intersecting with State Route 79 shall have a minimum width of 40 feet of AC pavement for the first 200 feet of the approach.

Public roads intersecting SR-79 have a minimum width of 40 feet for at least 100 feet from the SR-79 intersection. Measurements were made during a site inspection on December 21, 2005.

3. Resurface Camino San Ignacio in accordance with the structural section design prepared pursuant to Requirement "F" on page five, herein.

A site inspection on December 21, 2005 indicated that Camino San Ignacio is paved throughout its length in the SPA area.

4. Interior private access drives shall be paved with at least two inches of asphaltic concrete over approved base to a minimum unobstructed width of 25 feet. All intersection corners shall have a minimum 25 foot radius. (See Section 6518(g) of The Zoning Ordinance)

A visual inspection on December 21, 2005 indicated that this condition has been met. Specific measurements were not made.

5. Riding and hiking trails may be dedicated and, if dedicated, shall be improved to the following standards to the satisfaction of the Director of the Department of Public Works:
  - a. The trail shall contain a minimum of eight feet of tread width with drainage structures as necessary.
  - b. The trail surface shall consist of the native soil, or where the soil is highly erosive or will not support traffic, a tread surfacing material such as decomposed granite which will blend with the natural environment shall be provided.
  - c. Trail gradients shall not exceed 15%. Where natural grades exceed 15%, sufficient width for switchbacks shall be provided to accommodate a 15% gradient trail.
  - d. Trails shall intersect roads at approximately 90 degree angles.
  - e. The trails system shall be continuous through the subdivision and shall provide for local access within the subdivision.
  - f. Points where the trail exists the Specific Plan site shall be coordinated with existing or planned trail locations on adjacent property.
  - g. Signs at trail entrances to provide identification, rules and regulations, and markers along the route to direct the users.
6. The applicant shall execute a lien contract for the installation of a traffic signal at the Resort entrance and State Highway 79, to be installed when justified by appropriate signal warrants.

This condition has been met. Please see "Letter to DPLU Dated April 11, 1984," page 2, included in this Appendix.

7. Execute a declaration of covenants for street improvements in lieu of immediate installation of Full Standard street improvements, including street lights. This covenant shall declare present and future owners of this property will not protest any special assessment proceedings for constructing street improvements.

This condition has been met. Please see "Letter to DPLU Dated April 11, 1984," page 2, included in this Appendix.

8. Prior to the approval of improvement plans, the applicant shall deposit with the County of San Diego, through the Department of Public Works in care of the Cashier, Building 2, a cash deposit sufficient to:
  - a. Pay the cost of annexing this land, without notice or hearing, to an existing special district to operate and maintain the street lights. This cost shall include the fee for processing through the State Board of Equalization.
  - b. Energize, maintain and operate the street light(s) until revenues begin accruing from this development for those purposes.
  - c. Augment the Contingency Fund of the existing district by an amount equal to three month's operating cost of the street light(s).
- P. All provisions for public and private roadway improvement, as identified in requirement "O" above, shall be considered by the Department of Public Works as if they were conditions of approval for a tentative map and shall be complied with, to the satisfaction of the Director, Department of Public Works, prior to the recordation of a Certificate of Compliance for Tentative Parcel Map 17929. Required physical improvements shall be in place prior to or concurrent with the final inspections required for any of the new cottages authorized within Phase One.
- Q. An equestrian facility is proposed within the resort complex of Phase One of this Specific Plan (reference major use permit 83-019 (P83-019)). As such, all provisions of requirement 'O.5' above shall be met and the construction of horse trails are hereby made a requirement of this Specific Plan. However, because of the existing site limitations within the resort complex component of the project, the construction of horse trails should be sited so as not to cause a conflict with the non-equestrian uses. Horse trails should be kept away from the commercial uses proposed along State Route 79. A complete horse trail system shall be developed and included as part of the 'future planning area' component of this Specific Plan. Appropriate 'horse trail crossing' signs shall be placed well in advance of those locations where a horse trail is to cross the State Highway.
- R. Prior to or concurrent with establishing use or reliance on P83-019 or prior to or concurrent with final inspection for occupancy for any new cottage, whichever occurs first, the applicant shall comply with the following pertaining to the provisions of fire protection:
  1. Fire hydrants shall be installed. The number and location of fire hydrants shall be as indicated on the "Resort Schematic Plan and the Engineers' Water System Analysis" on file with the Department of Public Works.

2. Water flow requirements shall meet a minimum of 1,000 gallons per minute (GPM) and shall be capable of flowing 1,000 gallons per minute from any two fire hydrants simultaneously for a minimum of one hour and 45 minutes.
3. A water storage reservoir shall be provided with a minimum of 210,000 gallons of available water to meet water flow requirements for fire protection.
4. Access roadway circulation for fire apparatus shall be as indicated on the Resort Schematic Plan on file with the Department of Public Works. The total road widths shall have a minimum vertical clearance of 13 feet 6 inches. Existing roadways that can not conform to the minimum widths shall be individually reviewed by the Department of Public Works to ensure that fire apparatus may travel in a safe and efficient manner.
5. The applicant shall be responsible to hire full-time personnel for an on-site fire brigade. Personnel shall consist of at least one experienced individual capable of forming and supervising said fire brigade (number of personnel, training, and type of equipment). The applicant shall provide all funding for personnel and equipment in perpetuity.

The California Department of Forestry Warner Springs Station (CDF) serves the site. This station is staffed by a Type 111 engine with three firefighters on a 24 hour per day, seven day a week basis year-round. The CDF provides Emergency Medical Services at the level of Basic Life Support rather than paramedic (ALS). Paramedic support will be provided by Mercy Ambulance Company at the Santa Isabel Indian reservation.

The current first-due responder to both vegetation fires and structural fires is the CDF, supported by other fire companies and agencies based upon who is dispatched. The entrance of the rural lot development is about 1.5 miles from the CDF fire station, and the estimated driving time to the property at 30 MPH is three minutes. The national standard is to arrive at 90% of all structure fires within four minutes' driving time.

Regulations currently require a fee of 0.34 cents per square foot paid to the County at the time of construction. An additional funding mechanism may be negotiated above and beyond this fee within the rural development to support the CDF station.

A thoroughfare runs through the development, providing two points of fire access required by the San Diego County General Plan's Fire Safety Goal.

A Fire Protection Plan that meets County requirements has been prepared. The plan also complies with all enhanced fire-resistive structural requirements as set

forth by the Department of Planning and Land Use. Additionally, all structures will be equipped with internal fire-sprinkler systems. The plan will be reviewed by the County of San Diego fire authorities.

The Highlands at Warner Springs' water system will be provided by private tanks located, designed, and sized to meet the requirements as set forth by the County Fire Code for this development.

- S. All measures and requirements associated with the provision of fire protection services shall be re-evaluated as part of the future analysis to be performed for the future planning area of the Specific Plan. Approval of this Specific Plan (SP83-04) does not guarantee or assure that provision of fire protection services, via the private fire brigade concept, will be adequate to serve the 720 residential units to be constructed in the future planning area.

This condition pertains to the FPA. This SPA does not affect any FPA, as it is a continuation of Phase One.

- T. Because: (1) major components of the resort complex included within Phase One already exist; and (2) because detailed information is provided within the Specific Plan (SP83-04) text, a major use permit will not be required for said resort complex, with the exception of the equestrian facility. Because of the age and condition of many of the existing buildings and structures, it is expected that extensive remodeling and renovation will occur to bring these existing buildings up to an acceptable level of use as normally associated with a resort development. All such renovation and remodeling shall be accomplished pursuant to the issuance of proper and appropriate building permits and shall be completed prior to the issuance of any occupancy permit for any new building or structure. The construction of all new buildings/structures shall fully comply with current building standards and requirements.

Appendix F, "List of Items Added to Or Modified on the Plan," shows those renovations and additions to the adopted plan. Please refer to "Letter from DPLU Dated July 16, 1984," page 2, included in this Appendix.

- U. Sewer and water lines shall not be laid in the same trench in any part of this project.

This condition has been met. Please see "Letter to DPLU Dated June 7, 1984," Condition U, as well as "Letter from DPLU Dated July 16, 1984," page 2, both included in this Appendix.

- V. Proper drainage shall be maintained throughout the project site so as to prevent ponding and/or storage of surface water that would create a health hazard or public nuisance.

This condition has been met. Please see "Letter from DPLU Dated July 16, 1984," page 2, included in this Appendix.

- W.1 Prior to recordation of a Parcel Map pursuant to Tentative Parcel Map 17929, the applicant shall provide documentation to the Department of Public Works, via the Department of Public Health Services, that all permits necessary for the continued operation of the wastewater treatment plant have been obtained from the California Regional Water Quality Control Board.

This condition has been met. Please see "Inter-Departmental Correspondence to DPLU Dated November 30, 1983," and "Letter from DPLU Dated July 16, 1984," page 2, both included in this Appendix.

- W.2 In the event that all or any portion of the area included within this Specific Plan (2,885 acres) is offered for sale to the general public, rather than the limited 2,000 share private ownership concept currently being proposed, the following shall be applicable:

- a. Form a sanitation district, or other public district, or public agency or organization for the purpose of operating and maintaining the sewer collection, treatment, and disposal system.
- b. Obtain the approval of said public district or agency or organization, the San Diego County Department of Public Works, the California Regional Water Quality Control Board, LAFco, and the San Diego County Department of Health Services, of the plans and specifications for a sewer collection system serving each residential and commercial lot and/or each residential dwelling unit and each commercial building, and all other buildings requiring sewer services, and obtain approval from said organizations (above) of the plans and specifications for a treatment and disposal plant having a capacity adequate to serve the entire project as designed.
- c. Install and construct said sewer collection system and treatment and disposal plant.
- d. Dedicate said sewer system and plant to the public.
- e. Form a public water supply and distribution system, designed and constructed in accordance with the State of California Water Works Standards, approved and permitted by the State of California Department of Health Services.

These conditions have been met. Please see "Inter-Departmental

Correspondence to DPLU Dated September 16, 1983,” “Letter to DPLU Dated April 11, 1984,” as well as “Letter from DPLU Dated July 16, 1984,” page 2, all included in this Appendix.

- X. The Warner Springs Ranch specific Plan adopted as Specific Plan 83-04 (SP 83-04) shall authorize that development identified as Phase One only. Prior to the development of any of that portion of the project site identified as ‘future planning area’ on the SP 83-04 Specific Plan Map, a subsequent specific plan shall be approved by the Board of Supervisors; such subsequent specific plan shall be identified as Warner Springs Ranch II and shall include the entire 2,885 acre project site identifying those components of the project included in Phase One as ‘Previously Approved by SP 83-04’.

This condition pertains to the FPA. This SPA does not affect any FPA, as it is a continuation of Phase One.

- Y. A major use permit shall be required as part of the Warner Springs Ranch II Specific Plan for the existing golf course. Said major use permit shall identify the precise boundaries of the golf course.

This condition pertains to the FPA. This SPA does not affect any FPA, as it is a continuation of Phase One.

- Z. The Warner Springs Ranch Specific Plan (SP 83-04) shall serve as the general guide for the development of the subsequent Warner Springs Ranch II.

Comment noted.

- AA. All applications for the subsequent Warner Springs Ranch II Specific Plan shall be accompanied by a full environmental impact report analysis and shall meet all requirements and regulations applicable to the filing and processing of a specific plan and environmental impact report.

Comment noted.

- BB. Prior to issuance of any use and reliance or grading permits (UY2519), the applicant shall submit a landscape plan to re-vegetate an area twice in size to that being impacted, and on the same watercourse, to the satisfaction of the Director of the Department of Planning and Land Use, in consultation with the Environmental Planning Coordinator (DPLU) and State Departments of Transportation and Fish and Game, in accordance with "Mitigation Plan for the Realignment of State Highway 79 at Canada Aqua Caliente," dated July 2, 1984, prepared by RECON, Inc.

This condition has been met. Please see "Letter from DPLU Dated July 16, 1984," page 2, included in this Appendix.





COUNTY OF SAN DIEGO

*Chatham*  
SAN DIEGO COUNTY  
DEPT. OF PLANNING  
AND LAND USE

INTER-DEPARTMENTAL CORRESPONDENCE

NOV 05 12 31

DATE September 16, 1983

TO: Department of Public Works (0336)  
Attention: Chuck Moore

FROM: Richard J. Ramirez, Assistant Chief  
Division of Environmental Health Protection

SUBJECT: SP83-04 - WARNER SPRINGS RANCH

RECEIVED

This letter is to inform you that the requirement as set forth in the Resolution of Approval for the above Specific Plan has been resolved to the satisfaction of the Department of Health Services:

- W2 Obtain the approval of said public district or agency or organization, the San Diego County Department of Public Works, the California Regional Water Quality Control Board, LAFCO, and the San Diego County Department of Health Services, of the plans and specifications for a sewer collection system serving each residential and commercial lot and/or each residential dwelling unit and each commercial building, and all other buildings requiring sewer service, and obtain approval from said organizations (above) of the plans and specifications for a treatment and disposal plant having a capacity adequate to serve the entire project as designed.

If you have any questions regarding the above, please call Kirk Heilman at 565-5173.

*Richard J. Ramirez*  
RICHARD J. RAMIREZ, Assistant Chief  
Division of Environmental Health Protection

RJR:DWC:dmc

cc: Laurie McKinley ✓  
A. Cal Rossi Co. Ltd.  
2171 India Street, Ste 0  
San Diego 92101

K. Heilman



# COUNTY OF SAN DIEGO

## Department of Planning & Land Use

Please reply to:

- ☐ 5201 Ruffin Road  
San Diego, CA 92123
- ☐ 334 Via Vera Cruz  
San Marcos, CA 92069  
(619) 741-4236

- ☐ \_\_\_\_\_, Director  
Suite B  
(619) 565-3000
- ☐ Codes Enforcement  
Suite B  
(619) 565-5936

- ☐ Planning  
Suite 85  
(619) 565-3066
- ☐ Regulatory Planning  
Suite B4  
(619) 565-5971

September 21, 1983

Ms. Lauri J. McKinley  
The McKinley Associates, Inc.  
757 West Ivy Street  
San Diego, California 92101

SUBJECT: Warner Springs Ranch - Exterior Lighting Requirements

Dear Ms. McKinley:

The Resolution of approval for the Warner Springs Ranch Specific Plan (SP83-04) requires that two specific actions occur prior to the issuance of any new building permit for a new cottage. These actions are:

- 1) The provision to the County of a dark sky lighting design criteria listing which is satisfactory to the California Institute of Technology.

We have received from Mr. Robert J. Brucato, Assistant Director, Palomar Observatory, the required listing of criteria, i.e. "Private Lighting Standards for Warner Springs Ranch" as dated September 12, 1983. The receipt of this listing satisfies part one of Requirement "I" of the Resolution.

- 2) Documentation from the California Institute of Technology indicating the Institute's approval of the proposed exterior lighting plan for Phase One of the Specific Plan. Part two of Requirement "I" also states:
  - A) That the exterior lighting plan be implemented concurrently with the construction of the new cottages; and
  - B) That the exterior lighting plan may require the replacement of existing exterior lighting fixtures.

Based upon those lighting standards approved by the California Institute of Technology, it is recommended that you prepare the required exterior lighting plan for Phase One. Upon our receipt of the lighting plan, approved by the California Institute of Technology, you will have satisfactorily complied with Requirement "I". You would be expected to implement the lighting plan concurrently with the construction of the new development.

DEPARTMENT OF PLANNING AND LAND USE  
Walter C. Ladwig, Director

By



BILL CHATHAM  
Project Manager

BC:cb

cc: Vincent Quasarano



# COUNTY OF SAN DIEGO

## INTER-DEPARTMENTAL CORRESPONDENCE

BKC

DATE Nov. 30, 1983

TO: Department of Public Works  
Attention: Chuck Moore

FROM: Richard J. Ramirez, Assistant Chief  
Division of Environmental Protection

Subject: SP83-04 - WARNER SPRINGS RANCH

This letter is to inform you that the requirement as set forth in the Resolution of Approval for the above Specific Plan has been resolved to the satisfaction of the Department of Health Services:

W.1. Prior to the recordation of a Parcel Map pursuant to Tentative Parcel Map 17929, the applicant shall provide documentation to the Department of Public Works, via the Department of Public Health Services, that all permits necessary for the continued operation of the wastewater treatment plant have been obtained from the California Regional Water Quality Control Board. (see attached CRWQCB letter dated September 1983).

If you have any questions regarding the above, please call Kirk Heilman at 565-5173.

*Kirk Heilman*

for: Richard J. Ramirez, Assistant Chief  
Division of Environmental Health Protection

RJR:KH:sh

cc: Robert C. Rice  
360 Bank of California Plaza  
110 West "A" St.  
San Diego, CA 92101

Bill McChatham (0-650)

Kirk Heilman

RECEIVED  
NOV 30 1983

SAN DIEGO COUNTY  
PROJECT PROCESSING CONTROL CENTER



# COUNTY OF SAN DIEGO

## Department of Planning & Land Use

81-4-6

Please reply to:

[ ] 5201 Ruffin Road  
San Diego, CA 92123  
[ ] 334 Via Vera Cruz  
San Marcos, CA 92069  
(619) 741-4236

[ ] \_\_\_\_\_, Director  
Suite B  
(619) 565-3000  
[ ] Codes Enforcement  
Suite B  
(619) 565-5936

[ ] Planning  
Suite B5  
(619) 565-3066  
[ ] Regulatory Planning  
Suite B4  
(619) 565-5971

February 1, 1984

Mr. Robert C. Rice  
Garfield, Schwartz & Rice  
360 Bank of California Plaza  
110 West "A" Street  
San Diego, California 92101

SUBJECT: Warner Springs Ranch - Open Space Easement

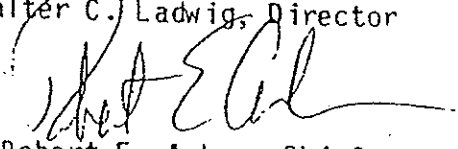
Dear Mr. Rice:

As you know, Condition K of the resolution of approval of the Specific Plan provides for County approval of any necessary mitigation measures for protection of impacts to archaeological resources. This involves a review of each archaeological site together with the development of mitigation measures for each such site. Because further development of the future development area is not going to occur until a later time, we have determined that these measures include the requirement that an open space easement be granted to the County of San Diego over Parcel 1 (future development area) of the Certificate of Compliance, thus allowing the exact mitigation for the parcel to be determined later, when permits are actually sought for development.

The sole purpose of this easement is to provide a durable means of recording the existence of the fact that archaeological resources exist within Parcel 1, and to condition any development or permits for development on a review by the County Planning Department so that any necessary mitigation measures for such development or permits can be provided. The open space easement will be recorded, and appear in assessors' maps, thus, providing a reliable record of its existence to County staff. Such an easement is the best method available for insuring that the need to evaluate and protect archaeological resources is not somehow overlooked in the event the permits are not sought for many years.

We have reviewed the attached form of open space easement and have determined that it will satisfy our requirements. By granting this easement, the use of the Parcel will not be restricted except by the requirement that an archaeological review and plan be completed prior to further development, which is no more of a restriction than already exists in Condition K of the Specific Plan. Uses now existing on the property and those permitted under the Specific Plan SP83-04 and existing zoning and land use regulations will not be affected by the grant of this easement, except for the archaeological review restrictions.

DEPARTMENT OF PLANNING AND LAND USE  
Walter C. Ladwig, Director

By   
Robert E. Asher, Chief  
Regulatory Planning

REA:bh

GARFIELD, SCHWARTZ, RICE & WILCOX

ATTORNEYS AT LAW

1365 BANK OF CALIFORNIA PLAZA

110 WEST "A" STREET

SAN DIEGO, CALIFORNIA 92101-3792

WILLIAM J. SCHWARTZ, JR.  
TIMOTHY K. GARFIELD  
ROBERT C. RICE  
ARTHUR M. WILCOX, JR.  
ERIC B. SHWISBERG

TELEPHONE  
AREA CODE 619  
239-0815

April 11, 1984

RECEIVED  
APR 13 1984

Mr. Lee Vance  
County of San Diego  
Department of Planning &  
Land Use  
5201 Ruffin Road  
San Diego, CA 92124

Re: Warner Springs Ranch

Dear Mr. Vance:

My client has asked that I seek reexamination of the possibility of construction of a model cottage at the Warner Springs Ranch. The owners have determined that it is extremely important for them to be able to display a new cottage, and have asked us to attempt to work out a way where a model cottage could be constructed without doing violence to the intent of the Specific Plan. In this connection, we would anticipate selecting a site acceptable to you and that all of the applicable conditions for the specific site for such a model cottage would have to be completed. Thus, we would expect archeological clearance, grading clearance, and sewer and health department clearance for the specific site. Our request depends on your allowing such construction without first having the applicable conditions signed off for the remaining cottage sites. We are willing to enter into any necessary agreements to insure restoration of the site once the temporary use is completed.

On another issue, in order to eliminate the possibility of future misunderstandings, I am requesting your verification of the completion status of those Specific Plan conditions that must be complied with prior to issuance of building permits. My records disclose that the only such conditions that need to be completed prior to the issuance of building permits for either the new cottages or any structures within the Specific Plan, including the equestrian center, are Condition I, Condition K, and Condition L to the Specific Plan. The status of each such condition is as follows:

Condition I - A dark-sky lighting plan has been submitted for review by CALTEC, and it is expected that their approval will be obtained soon. As soon as a plan has been approved, it will be submitted to the Planning Department.

Mr. Vance  
Page Two  
April 11, 1984

Condition K - An archeological resource monitoring plan has been submitted to the County's Environmental Analysis Division for their review, together with appropriate maps and schematics showing archeological sites. We are currently awaiting approval of that plan, which will, I understand, constitute approval of Condition K.

Condition L - The last review of the grading plans with respect to their impact on existing leach field lines is currently taking place, and it is anticipated this condition will be met in the very near future.

The remaining conditions to the Specific Plan have either been complied with, have been deferred by action of the Board of Supervisors, on January 18, 1984, only apply during the construction phase, or only apply upon development of the future development area phase. It is my understanding that Conditions A, B, D, H, J, N and W.2. have been met and the conditions have been signed off by appropriate staff. Conditions E, F, and O to the Specific Plan, and Conditions A, B, and C to the Major Use Permit (P83-019) all have been deferred by the action of the County Supervisors until occupancy of the new cottages. Actually, certain portions of Condition O have already been complied with. An Irrevocable Offer of Dedication, A Covenant of Improvement Requirements and Waiver, and a Lien Contract for the traffic signal all have been recorded.

The other conditions are to be complied with, either at the time of occupancy of the new cottages, (Conditions G, P, R and T), upon development of the future development area (Condition C, M, Q, S, W.2., X, Y, Z and AA) or are performance and design conditions (Conditions U, V and BB).

Please let me know at your earliest convenience how we can arrange for a model cottage, and whether or not you disagree with the status of conditions set forth above.

Very truly yours,

GARFIELD, SCHWARTZ, RICE & WILCOX



ROBERT C. RICE

RCR:jn  
cc: Mr. A. Cal Rossi, Jr.  
Mr. Al Alexander